

Record for the Benefit of the City of  
Sacramento - Fee Exempt Pursuant  
to Government Code Section 6103.

When Recorded, Mail to:

Office of the City Clerk  
Historic City Hall  
915 "I" Street, First Floor  
Sacramento CA 95814-2604



Sacramento County Recording  
Craig A Kramer, Clerk/Recorder  
BOOK **20060412** PAGE **1956**

Wednesday, APR 12, 2006 2:17:11 PM  
Ttl Pd \$0.00 Nbr-0004241790

HMO/55/1-78

This Space for Recorder's Use

**Quitclaim Deed: Re-Record to Correct Chain of Title**

between the United States of America acting by and through the Secretary of the Army (Grantor) and the City of Sacramento (Grantee) re: the Former Sacramento Army Depot Activity (No. DACA05-9-03-592).

*TO INCLUDE:*

**Enclosure 9- Lead-Based Paint Covenant; Enclosure 7 – South Post Groundwater Covenant; and Enclosure 8 – Burn Pits/Oxidation Lagoons Stabilized Mass Covenant.**

Title of Document

Quitclaim Deed

AS RE-RECORDED  
CERTIFIED AS TRUE COPY  
OF CMAG 2005-0409  
April 21, 2006  
DATE CERT.  
Shirley Encaluso  
CITY CLERK, CITY OF SACRAMENTO

Record for the Benefit of the City of  
Sacramento - Fee Exempt Pursuant  
to Government Code Section 6103.

When Recorded, Mail to:

OFFICE OF THE CITY CLERK  
HISTORIC CITY HALL  
915 "I" STREET, 1st FLOOR  
SACRAMENTO CA 95814



Sacramento County Recording  
Craig A Kramer, Clerk/Recorder  
BOOK **20051109** PAGE **1676**

Wednesday, NOV 09, 2005 12:13:37 PM  
Ttl Pd \$0.00 Nbr-0003967482

DLM/17/1-35

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This Space for Recorder's Use

**Quitclaim Deed** between the United States of America acting by and through the Secretary of the Army (Grantor) and the City of Sacramento (Grantee) re: the former Sacramento Army Depot Activity (No. DACA05-9-03-592).

Title of Document

**QUITCLAIM DEED**  
**THE FORMER SACRAMENTO ARMY DEPOT ACTIVITY**  
**SACRAMENTO COUNTY, CALIFORNIA**

This DEED is made and entered into between the UNITED STATES OF AMERICA acting by and through the SECRETARY OF THE ARMY (Grantor), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended (10 U.S.C. § 2687 note) (BRAC 90), and the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 101); and the City of Sacramento, a charter municipal corporation within the State of California (Grantee), Sacramento, California.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to BRAC 90, the Army has closed the former Sacramento Army Depot Activity and has made a final disposal decision with respect thereto;

**WHEREAS**, the City of Sacramento is the redevelopment authority for the Property pursuant to the California Health and Safety Code § 33200. The Secretary of Defense, for purposes of Public Law 101-510, § 2905(b)(4)(A), as amended (Public Law 101-510, § 2905 has been amended by Public Law 103-160, § 2903, as implemented by 32 CFR 91.7(e)), has recognized the Grantee as the Local Redevelopment Authority;

**WHEREAS**, the former Sacramento Army Depot was identified as a National Priority List Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended. The Grantor has provided the Grantee with a copy of the Sacramento Army Depot Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency Region IX (EPA), the State of California, and the Department of the Army, that was effective on December 16, 1988;

**WHEREAS**, the State of California Office of Historic Preservation has determined that none of the structures or archeological sites on the property conveyed herein are eligible for inclusion on the National Register of Historic Places;

**WHEREAS**, with regard to the property conveyed herein, the Grantor has fulfilled the requirements of the Stewart B. McKinney Homeless Assistance Act, 42 USC § 11411;

**WHEREAS**, the Grantee has requested the property conveyed herein for the purpose of economic development, and the Army approved a No-Cost Economic Development Conveyance in accordance with the provisions of the First Addendum Agreement to the Memorandum of

CITY MANAGER 2005-0409  
AGREEMENT NO. \_\_\_\_\_

CITY MANAGER 2005-0409  
AGREEMENT NO. \_\_\_\_\_

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

Agreement No. DACA05-9-95-530 between the Grantor and the Grantee dated October 23, 2001, (First Addendum Agreement); and

**WHEREAS**, the Grantor has previously made three conveyances of property located on the former Sacramento Army Depot Activity to the Grantee: 305.64 acres on March 1, 1995; 16.89 acres on August 2, 2000; and 7.65 acres on February 6, 2002.

**NOW, THEREFORE**, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, interest, claims and demand, which the Grantor has in and to a parcel totaling 48.21 acres more fully described on the legal description attached hereto and made a part hereof as Exhibit A (the Property) including:

a. all land, buildings, facilities, fixtures, utility systems, utilities, utility lines and poles, conduits, infrastructure, roadways, streets, railroads, improvements thereon and appurtenances thereto;

b. all easements, reservations, and other rights appurtenant thereto;

c. all hereditaments and tenements thereunto belonging or in any way appertaining, and the reversions, remainders, issues, profits, and rent thereof, and other rights belonging or related thereto, except as hereinafter otherwise expressly provided.

The legal description of the Property conveyed herein has been provided by the Grantee, and the Grantee shall be responsible for the accuracy of the legal description and shall indemnify and hold the Grantor harmless from any and all liability resulting from any inaccuracy in the description.

**TO HAVE AND TO HOLD** the Property unto the said Grantee and its successors and assigns forever, provided that this Deed is made and accepted subject to the following restrictions, covenants, conditions, reservations, and easements:

**1. "AS IS, WHERE IS"**

Except as otherwise specified herein, the Property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, by the Grantor pursuant to applicable law, as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. Except as agreed upon by the Grantor in writing herein, or as otherwise provided by law, there is no obligation on the part of the Grantor to make any alterations, repairs or additions, and said Grantor shall not be liable for any latent or patent

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

defects in the Property. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition and state of repair of the buildings and appurtenances on the Property nor any agreement or promise to alter, improve, adapt, or repair any portion of the Property, except as otherwise agreed upon by the Grantor in writing herein. This Section, "AS IS, WHERE IS", is expressly subject to the other provisions of this Deed relating to the environmental condition of the Property, including without limitation Sections FEDERAL FACILITIES AGREEMENT; ENVIRONMENTAL CONDITION; CERCLA NOTICE AND COVENANTS; and INDEMNIFICATION herein.

**2. FEDERAL FACILITIES AGREEMENT (FFA)**

By accepting this Deed, the Grantee acknowledges that the Grantor has provided the Grantee with a copy of the FFA between the Grantor and the EPA. The Grantor shall provide the Grantee with a copy of any future amendments to the FFA. The Grantee has read the FFA and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the Grantor assumes no liability to the Grantee should implementation of the FFA interfere with the Grantee's use of the Property. Grantor shall give Grantee reasonable notice of its actions required by the FFA and Grantor shall, consistent with feasible methods for complying with its obligations under the FFA, endeavor to minimize the disruption of the Grantee's use of the Property. The Grantee shall have no claim on account of any such interference against the Grantor or any officer, agent, employee, or contractor thereof.

**3. ENVIRONMENTAL CONDITION**

a. The Grantee has received the technical environmental reports, including the final Environmental Baseline Survey (EBS) for Study Areas 78, 80, 81B, 83, 84, 88, 89, and 90 and the Supplement in Support of the Finding of Suitability to Transfer, dated May 2002; and the Finding of Suitability to Transfer (FOST), dated March 2004, which were prepared by, or on behalf of, the Grantor. The Grantee agrees, to the best of the Grantee's actual knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

b. The Grantor has undertaken careful environmental study of the Property and concluded, to which the Grantee agrees, that the highest and best use of the Property is limited by its environmental condition. The land area has been remediated to residential conditions with the exception of Study Area 90, a map of which is attached hereto and made a part hereof as Exhibit B. Study Area 90 shall be restricted to commercial and industrial uses only and shall not be used for residential purposes without abatement of asbestos and lead-based paint. In order to protect human health and the environment, promote community objectives, and further the

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

common environmental objectives and land use plan of the United States, State of California, and City of Sacramento, the parties agree to be bound by the covenants and restrictions set forth below in perpetuity or until said covenants and restrictions are released by the Grantor as provided for below. These restrictions and covenants benefit the lands retained by the Grantor and the public welfare generally and are consistent with state and Federal environmental statutes.

c. If, after conveyance of the Property to Grantee, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property, or the activities of Grantor's contractors and/or agents.

d. Grantee, its successors and assigns, as consideration for this conveyance, agree to release Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the Grantee, or its agents or contractors, after the conveyance.

e. This Section, ENVIRONMENTAL CONDITION, shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

#### **4. CERCLA NOTICE AND COVENANTS**

Pursuant to CERCLA sections 120(h)(3), (42 U.S.C. § 9620(h)(3)) as amended, and (42 U.S.C. § 9601 et seq.):

a. The Grantor hereby notifies the Grantee, its successors and assigns, of the storage, release and disposal of hazardous substances on the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as CERCLA 42 U.S.C. § 9601(14). Available information regarding the type, quantity, and location of such substances and action taken is contained in the document titled Notice of Hazardous Substances Storage, Release or Disposal which is attached hereto and made a part hereof as Exhibit C. The information regarding this storage, release, and disposal indicates that there is no threat to human health and the environment.

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

b. The Grantor hereby covenants that:

(1) All remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

(2) Any additional remedial action found to be necessary with regard to such hazardous substances remaining after the date of the conveyance that resulted from past activities shall be conducted by the Grantor. The covenant in this Section, CERCLA NOTICE AND COVENANTS, shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property, provided that a person or entity shall not be considered a potentially responsible party for purposes of this Section and CERCLA, and therefore shall not be denied the benefits of the covenant provided by this Section, solely by virtue of owning, having owned, having an ownership interest in or having had an ownership interest in the Property. For purposes of the foregoing, Grantee, (including its successors and assigns) shall not be considered a potentially responsible party for purposes of this Section or CERCLA unless its role in any contamination of the Property by or with hazardous substances involves something other than, and beyond, its ownership or ownership interest in the Property.

## **5. INDEMNIFICATION**

a. The Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of Public Law No. 102-484; 10 U.S.C. § 2687, note, the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

b. The Grantee shall indemnify and hold the Grantor harmless from all claims, liability, loss, cost, environmental contamination, or damage arising out of or resulting from the activities of the Grantee, its agents, employees, invitees, contractors on the Property prior to the date of this Deed, except where such claims, liability, loss, cost of environmental contamination, or damage is the result of the gross negligence or willful misconduct of the Grantor or its employees or agents.

**6. ENVIRONMENTAL NOTICES, RESTRICTIONS, RESERVATIONS AND COVENANTS**

**a. NOTICE OF RECORDS OF DECISION**

The Grantee has been provided copies of the Record of Decision for On-site Ground Water Remediation at the Sacramento Army Depot, dated September 29, 1989; the Superfund Record of Decision: Sacramento Army Depot Oxidation Lagoons Operable Unit, dated September 15, 1992; the Superfund Record of Decision: Sacramento Army Depot Burn Pits Operable Unit, dated February 26, 1993; the EPA Superfund Record of Decision: Sacramento Army Depot Basewide Record of Decision, dated January 8, 1995; and the Sacramento Army Depot Disposal and Reuse Environmental Impact Statement Record of Decision, dated January 13, 1995.

**b. NOTICE OF ENVIRONMENTAL IMPACT STATEMENT**

The Grantee has been provided copies of the Sacramento Army Depot Environmental Impact Statement, Sacramento Army Depot, Disposal and Reuse, dated October 1994.

**c. NOTICE OF PRESENCE OF JURISDICTIONAL WETLANDS**

(1) The Grantee is hereby informed and does acknowledge that pursuant to Executive Order No. 11990 (42 Fed. Reg. 26961 (May 24, 1977)), notice is hereby provided that the Property includes jurisdictional wetlands and/or waters of the United States, as identified in the Final Environmental Impact Statement (October 1994), that are to be protected by the Grantee and its successors and assigns. The jurisdictional area, overseen by the U.S. Army Corps of Engineers, occupy the original alignment of Old Morrison Creek from the intersection of Midway Avenue and Kwajalein Street, to the western installation boundary, where its outfall reunites with New Morrison Creek. Pursuant to Executive Order 11990's no net loss of wetlands policy, the Grantee, its successors and assigns, are prohibited from constructing facilities on, or making other improvements to, the Property, or directly to wetlands, that would reduce the quality and/or function of this jurisdictional wetland.

(2) Any proposed changes to the wetlands by the Grantee, its successors or assigns, must be approved and permitted through the U.S. Army Corps of Engineers prior to any actions affecting that wetland. Any proposed actions affecting wetlands on the project site must also comply with all applicable State and local environmental laws, regulations and ordinances.



**d. NOTICE OF THE POTENTIAL FOR VERNAL POOL FAIRY SHRIMP**

The Final Environmental Impact Statement indicates that Vernal Pool Fairy Shrimp exist in several places within and near the former Sacramento Army Depot. A 2003 Supplemental Biological Assessment has been prepared that identifies the location of ponded areas and wetlands that are potential and/or known fairy Shrimp habitats identified during 1992-1993 and 2003 field surveys. A copy of the Biological Assessment has been furnished to the Grantee. As such the Grantee is hereby informed and does acknowledge that, in accordance with the requirements of the state and Federal Endangered Species Acts, it may be necessary to survey and mitigate for fairy shrimp or other endangered species prior to implementing any activities that would affect the existing hydrology of the Property. In addition, to comply with the Clean Water Act, it may be necessary to mitigate and apply for a Section 404 permit for wetland impacts.

**e. NOTICE OF THE PRESENCE OF ASBESTOS AND ASBESTOS RESTRICTIONS**

(1) The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) has been found on the Property in Buildings 600, 601, 603, and 604, as described in the EBS for Study Areas 84 and 90; and the CAL INC Asbestos and Lead Based Pain Investigation Survey (1994) copies of which have been provided to the Grantee. Friable asbestos that posed a risk to human health has either been removed or encapsulated. To the best of Grantor's knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

(2) The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

(3) The Grantee and its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

(4) The Grantee acknowledges that it has had an opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns in the buildings, facilities and appurtenant structures located on the Property.

(5) The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee or any future remediation or abatement of asbestos or the need therefore. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this Section.

**f. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT RESTRICTIONS**

(1) The Property contains structures or buildings suitable for residential dwellings. The Grantee, and its successors and assigns, are hereby informed and do acknowledge that Building Nos. 601, 603, and 604 contain lead-based paint. Soil samples for lead taken in the vicinity of Buildings 600, 603, and 604 ranged from 84.1 parts per million (Building 600) to 2,036.9 parts per million (Building 603).

(2) The Grantee, and its successors and assigns, are hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential real property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

(3) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is generally contained in the EBS, and the Asbestos & Lead Based Paint Investigation Survey prepared by CAL INC., which have been provided to the Grantee. Additionally, the FOST and the Federally-approved pamphlet on lead poisoning prevention have been provided to the Grantee. The Grantee hereby acknowledges receipt of all the information described in this Section.

(4) The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Deed.

(5) Notice is hereby given that a Land Use Covenant, pursuant to California Civil Code section 1471, subdivision (c), has been recorded by the Grantor in Sacramento County on \_\_\_\_\_, 2005. This covenant is referred to as the Lead-Based Paint Covenant. The restrictions contained in this Land Use Covenant are hereby incorporated by reference and shall be independently enforceable by the Grantor under this Deed as a Restrictive Covenant and equitable servitude.

(6) The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees, or to any other person, including members of the general public, arising from or incidental to possession and/or use of any portion of the Property containing lead-based paint. The Grantee, its successors or assigns, further agree to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of any portion of the Property containing lead-based paint. The obligation of the Grantee, its successors and assigns, shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this Section.

**g NOTICE OF GROUNDWATER CONTAMINATION AND GROUNDWATER RESTRICTIONS**

(1) The groundwater beneath portions of the Property (EBS Study Areas 78, 80, 81B, 83, 84, 88, 89, and 90) was contaminated with volatile organic compounds, primarily trichloroethene (TCE). The maximum estimated TCE concentration in the groundwater beneath the Property in 1997 was 17 micrograms per liter. This notice is provided pursuant to CERCLA §§ 120(h)(1) and (3) (42 U.S.C. §§ 120(h)(1) and (3)). A pump-and-treat groundwater remediation system is in place. Grantor represents that the pump-and-treat groundwater system,

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

which is currently its responsibility and will remain its responsibility following the transfer of the Property, is operating effectively.

(2) Notice is hereby given that a Land Use Covenant, pursuant to California Civil Code section 1471, subdivision (c), has been recorded by the Grantor in Sacramento County on \_\_\_\_\_, 2005. This covenant is referred to as the South Post Groundwater Covenant. This covenant imposes groundwater restrictions on the Property. The restrictions contained in this Land Use Covenant are hereby incorporated by reference and shall be independently enforceable by the Grantor under this Deed as a Restrictive Covenant and equitable servitude.

(3) Nothing contained herein shall preclude the Grantee, its successors and assigns, from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow the modification or termination of the South Post Groundwater Covenant. Any additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Any additional remedial action by Grantee is subject to applicable state, federal and local laws. Consent may be conditioned upon such terms and conditions as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow modification or termination of the South Post Groundwater Covenant and upon the Grantee's, its successors and assigns, obtaining the approval of the DTSC and the Regional Water Quality Control Board, Central Valley Region, and if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Sacramento County as this Deed, a Partial Release of Covenant. The Grantee, its successors and assigns, shall bear the cost of recording and reasonable administrative fees.

**h. NOTICE OF SOIL CONTAMINATION AND SOIL EXCAVATION RESTRICTIONS**

(1) The Grantee is hereby informed and does acknowledge that residual soil and/or soil gas contamination has been found on the Property in Study Area 88. The soil beneath the Property contains heavy metals and has been mixed with concrete to stabilize the metals. The top ten (10) feet of soil are free of contamination or have been remediated to residential standards such that further remediation is not required to ensure there is no adverse effect to human health or the environment. Soils below the top ten (10) feet are part of a Stabilized Mass that is in place and has been shown to be operating effectively to stabilize the metal-laden soil. The Basewide Record of Decision has determined that no further action is required with regard to soils and that there is no further threat to groundwater from contaminated soils.

(2) Notice is hereby given that a Land Use Covenant, pursuant to California Civil Code section 1471, subdivision (c), has been recorded by the Grantor in Sacramento County on \_\_\_\_\_

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

\_\_\_\_\_, 2005. This covenant is referred to as the Burn Pits/Oxidation Lagoons Stabilized Mass (Stabilized Mass) Covenant. The restrictions contained in this Land Use Covenant are hereby incorporated by reference and shall be independently enforceable by the Grantor under this Deed as a Restrictive Covenant and equitable servitude.

(3) Nothing contained herein shall preclude the Grantee, its successors and assigns, from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow the modification or termination of the Burn Pits/Oxidation Lagoons Stabilized Mass (Stabilized Mass) Covenant. Any additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Any additional remedial action by Grantee is subject to applicable state, federal and local laws. Consent may be conditioned upon such terms and conditions as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow modification or termination of the Burn Pits/Oxidation Lagoons Stabilized Mass (Stabilized Mass) Covenant and upon the Grantee's, its successors and assigns, obtaining the approval of the California Department of Toxic Substances Control, and the Water Board, and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Sacramento County as the deed, a Partial Release of Covenant. The Grantee, its successors and assigns, shall bear the cost of recording and reasonable administrative fees.

**i. NOTICE OF SCHOOL PROPERTIES REQUIREMENTS**

Should this Property be considered for the proposed acquisition and/or construction of school properties using State funding, a separate environmental review process in compliance with the California Education Code, part 10.5, chapter 1 (Section 17210 et seq.) will be completed and approved by DTSC.

**j. ACCESS RESERVATION/CONDUCT OF RESPONSE ACTIONS**

(1) The Grantor hereby reserves an easement for the right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective action (collectively "Response Actions"). This reservation includes the continuing use of Building/facilities Nos. 601, 602 and 606 until such time as the use restrictions are terminated and the Army and regulatory agencies have determined that these facilities are no longer needed. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Army. These rights shall be exercisable in any case in which Response Actions are found to be necessary after the date of conveyance of the Property or such access is necessary to carry out Response Actions on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors, and the State of California, shall have the right (upon reasonable notice to the current owner and

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include: drillings; test-pitting; borings; data and/or record compilation; and other activities related to environmental investigation; and to carry out Response Actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells and treatment facilities.

(2) The Grantor, USEPA, DTSC and the Central Valley Regional Water Quality Control Board (Water Board) and their officers, agents, employees, contractors and subcontractors will have the right of access, upon reasonable notice to the Grantee, to enter upon the Property to conduct investigations and surveys, to include: sampling; drillings; test-pitting; borings; data and/or record compilation; remediation, install, maintain and/or sample from extraction, pumping wells or monitoring wells; install and/or maintain pump-and-treat system or other treatment facilities; other activities related to environmental investigation; and to carry out a response or corrective action as required or necessary under applicable authorities, including the Installation Restoration Program or any action required under CERCLA section 120(h)(3)(A)(ii) (42 U.S.C. § 9620(h)(3)(A)(ii)).

(3) In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior written notice of actions to be taken in remediation of the Property and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property. Grantee agrees that notwithstanding any other provisions of the Deed, the Grantor assumes no liability to the Grantee, the then record owner, or any other person, should response or corrective actions interfere with the Grantee's use of the Property. Subject to the provisions of this Section, the Grantee, the then record owners, and any other person shall have no claim solely on account of any such interference resulting from actions taken under this Section against the Grantor or any agent, employee or contractors.

**k. OPEN SPACE RESERVATION**

As set forth in the EIS, the Environmental Impact Report dated November 1, 1994, and the Reuse Plan for the Sacramento Army Depot dated June 20, 1994, the parcel described at Exhibit D, attached hereto and made a part hereof, is reserved as open space for wildlife habitat.

**l. ENFORCEMENT**

The restrictions, conditions, and covenants stated in this Section on ENVIRONMENTAL NOTICES, RESTRICTIONS, RESERVATIONS AND COVENANTS benefit the public in general and the territory surrounding the Property, including lands retained by the United States, and, therefore, are enforceable by the United States; and by DTSC. The

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in this Section in all subsequent lease, transfer, or conveyance documents relating to the Property subject hereto.

**7. NOTICE OF NON-DISCRIMINATION**

With respect to activities related to the Property, the Grantee covenants for itself, its successors and assigns, that the Grantee, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

**8. ANTI-DEFICIENCY ACT**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act (Public Law 97-258, 31 U.S.C. § 1341).

**9. GENERAL PROVISIONS**

a. SEVERABILITY. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

b. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

c. CAPTIONS. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

d. RIGHT TO PERFORM. Any right which is exercisable by the Grantee, and its successors and assigns, to perform under this Deed may also be performed, in the event of default by the Grantee, or its successors and assigns, by a lender of the Grantee and its successors and assigns.

**Quitclaim Deed No. DACA05-9-03-592**  
**The Former Sacramento Army Depot**

**10. THE CONDITIONS, RESTRICTIONS, AND COVENANTS**

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the Grantor, and all references in this Deed to Grantor shall include its successor in interest. The Grantor may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the Grantor or its successor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

**11. LIST OF EXHIBITS**

The following listed Exhibits are made a part of this Deed:

- Exhibit A: Legal description
- Exhibit B: Map of Study Area 90
- Exhibit C: Notice of Hazardous Substances Storage, Release or Disposal
- Exhibit D: Open space legal description

**{Signature pages to follow}**

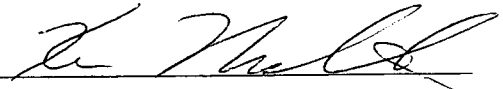




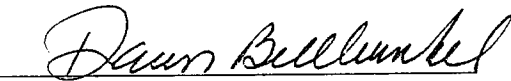
**Quitclaim Deed No. DACA05-9-03-592  
The Former Sacramento Army Depot**

APPROVED AS TO FORM AND CONTENT:

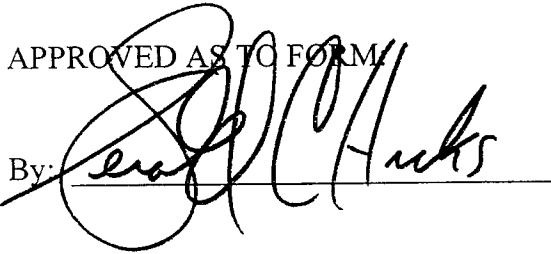
City of Sacramento  
A Municipal Corporation

By:   
Ken Nishimoto, Assistant City Manager  
For: Robert P. Thomas, City Manager

ATTEST:

By: 

APPROVED AS TO FORM:

By: 

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

ss.

On May 31, 2005

Date

before me, CAROLYN E. HOOVER, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

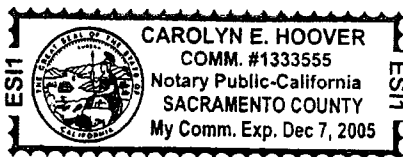
KEN NISHIMOTO

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carolyn E. Hoover  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Quitclaim Deed between  
United States of America through the Secretary of  
Title or Type of Document: the Army and the City of Sacramento re  
DACA 05-9-03-592 re: former Sacramento Army Depot activity  
Document Date: Approved by Council on 4-5-05 Number of Pages: 33 plus  
notarials

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: KEN NISHIMOTO

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: ASSISTANT CITY MANAGER

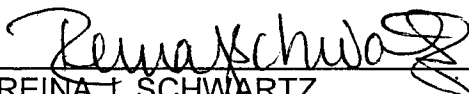
Signer Is Representing: CITY OF SACRAMENTO

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## REAL PROPERTY ACCEPTANCE

This is to certify that the City of Sacramento, a municipal corporation, acting by and through its City Manager and the Director of the Department of General Services, hereby accepts the real property, or interest therein, conveyed by the within document and consents to the recordation thereof. The undersigned is authorized to execute this acceptance by the Sacramento City Charter and by Resolution No. 84-537, passed and adopted by the City Council of Sacramento, June 26, 1984, pursuant to Section 27281 of the Government Code of the State of California, and recorded in the office of the County Recorder of Sacramento County, in Book 84-07-10, at Page 970, Official Records.

Dated: 4-12-06

  
REINA J. SCHWARTZ  
Director, Department of General Services  
(Formerly, Department of Public Works)

# EXHIBIT A

DESCRIPTION

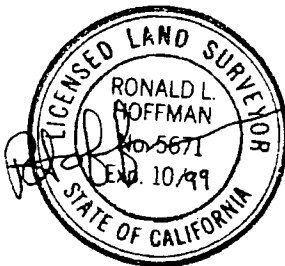
ENVIRONMENTAL STUDY AREA NO. 2B

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian and being a portion of the Sacramento Army Depot as shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT" filed in Book 53 of Surveys at page 25, Sacramento County Records, described as follows:

All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at the corner common to PARCELS 1, 2 and 5 as said corner is shown on said Record of Survey from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses:

(1) North 89°13'07" East 2115.08 feet and  
(2) North 00°46'53" West 857.22 feet distant; thence, from said point of beginning, along the north line of said PARCEL 1, South 89°24'57" West 1208.85 feet to the westerly line of said PARCEL 5; thence, along said westerly line North 16°40'08" West 1241.16 feet; thence, North 73°19'52" East 162.15 feet; thence, along the arc of a curve to the right having a radius of 485.00 feet and a chord bearing and distance of North 23°49'20" East 458.01 feet; thence, North 89°18'08" East 467.06 feet; thence, South a distance of 275.96 feet; thence, South 61°17'18" East 106.86 feet; thence, South 86°40'44" East 461.63 feet; thence, along the arc of a tangent curve to the right having a radius of 530.00 feet and a central angle of 36°16'49" an arc distance of 335.60 feet; thence, tangent to said curve, South 50°23'55" East 474.38 feet; thence, South 00°41'25" East 49.01 feet to the north line of said PARCEL 2; thence, along the boundary of said PARCEL 5 the following four (4) courses: (1) South 89°18'35" West 562.28 feet, (2) South 00°41'26" East 436.82 feet, (3) North 89°18'35" East 82.05 and (4) South 00°41'25" East 379.13 feet to the point of beginning and containing 48.207 acres of land, more or less.



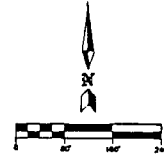
May 29, 1997

CITY MANAGER  
AGREEMENT NO. 2005-0409

ENVIRONMENTAL STUDY AREA  
NO. 2B  
SACRAMENTO ARMY DEPOT  
SACRAMENTO, CALIFORNIA

LEGEND:

AS	ASBESTOS
BA	BIOLOGICAL
CA	CARCINOGENS
HA	HAZARDOUS
LA	LEAD
PA	PCB'S
RA	RADIOACTIVE
SA	SOIL
TA	TOXIC
VA	VIBRATION
WA	WATER
XA	X-RAY



YELIN, HENNING & BOFFELMAN ENGINEERS, INC.  
714 ALVARADO BLVD.  
SACRAMENTO, CA 95811  
PHONE 451-1700  
FAX 451-1900

ENVIRONMENTAL STUDY AREA  
NO. 2A  
AREA=16.4852 ACRES

ENVIRONMENTAL STUDY AREA NO. 81 & 82  
AREA=1.4747 ACRES

ENVIRONMENTAL STUDY AREA  
NO. 2B  
AREA=48.2078 ACRES

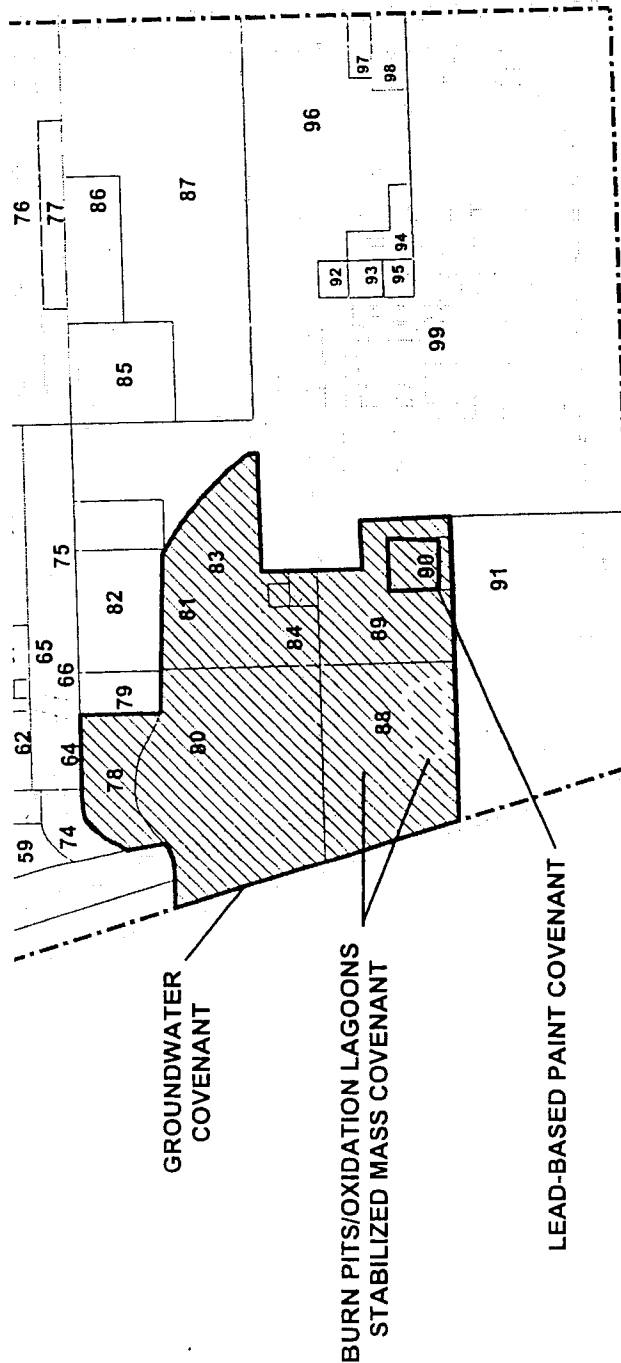
$\Delta = 56^{\circ}21'05''$   
 $R = 485.00'$   
 $T = 259.79'$   
 $L = 477.00'$   
 $CH = N 23^{\circ}49'20'' E$   
 $458.01'$

$\Delta = 36^{\circ}16'48''$   
 $R = 530.00'$   
 $T = 173.64'$   
 $L = 335.60'$   
 $CH = S 62^{\circ}32'18'' E$   
 $330.02'$

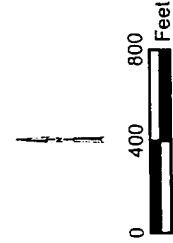
CITY MANAGER 2005-0409  
AGREEMENT NO.

# EXHIBIT B





- LEGEND**
- DEPOT PROPERTY BOUNDARY
  - EBS STUDY AREA
  - GROUNDWATER COVENANT
  - BURN PITS/OXIDATION LAGOONS STABILIZED MASS COVENANT
  - LEAD-BASED PAINT COVENANT



**FIGURE 2  
LOCATION OF  
LAND USE COVENANTS**

**CH2MHILL**

# EXHIBIT C

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
78	Land Area	Paint				*	*	1960s-1970s	D	Known as Site 016, was a suspected paint, residue and waste oil disposal site. Site could not be confirmed. Basewide ROD recommends no further action.
78	Land Area	Residue				*	*	1960s-1970s	D	Known as Site 016, was a suspected paint, residue and waste oil disposal site. Site could not be confirmed. Basewide ROD recommends no further action.
78	Land Area	Used Oil				*	*	1960s-1970s	D	Known as Site 016, was a suspected paint, residue and waste oil disposal site. Site could not be confirmed. Basewide ROD recommends no further action.
80	Land Area	Parking Lot 3 Groundwater Contamination				*	*		R	TCE/PCE up to 56/37 ug/l, resp. Carbon tetrachloride & 1,2-DCA exceed PRGs. Chromium potential contaminant. Remediation underway.
80	Land Area	Aluminum	7429905			*	*	1950-1972	D	Diluted w/large volumes of water and directed to lagoons; lagoons have been remediated. Contaminated soil send to the Stabilized Mass.
80	Land Area	Arsenic	7440382			40 mg/kg	*	1950-1972	D	Soil was excavated until a level of 5 mg/kg was not exceeded. Contaminated soil send to the Stabilized Mass.
80	Land Area	Cadmium	7440439			1960 mg/kg	*	1950-1972	D	Diluted w/large volumes of water and directed to lagoons; lagoons have been remediated. Contaminated soil send to the Stabilized Mass.
80	Land Area	Chromium	7440473			*	*	1950-1972	D	Diluted w/large volumes of water and directed to lagoons; lagoons have been remediated. Contaminated soil send to the Stabilized Mass.
80	Land Area	Cyanide-Containing Solution				*	*	1975	R	Washed down with copious amounts of hypochlorite solution. Lagoons have been remediated. Contaminated soil send to the Stabilized Mass.
80	Land Area	Hydrochloric Acid Solution	7647010	Hydrogen Chloride Solution		45000 to 53000 liters	*	1950	R	Accidently discharged into sewage lagoons; lagoons have been remediated. Contaminated soil send to the Stabilized Mass.

The information contained in this notice is required pursuant to authority of regulations promulgated under section 120(h) of CERCLA (or "Superfund"), 42 USC 9620(h).

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
80	Land Area	Lead	7439921		D008	0.064 mg/l	*	1950-1972	D	Overflow wastewater from plating sent to Old Morrison Creek. Soil was excavated until a level of 500 mg/kg was not exceeded. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Nickel	7440020			416 mg/kg	*	1950-1972	D	Diluted w/large volumes of water and directed to lagoons; lagoons have been remediated. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Organic Solvents				*	*	1950-1972	D	Soil contaminant; lagoons were remediated with contaminated soil sent to the Stabilized Mass.
80	Land Area	Perchloroethylene (PCE)	127184	Ethene, tetrachloro-Tc-		0.53 ug/l	*	1950-1972	D	Soil contaminant. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Trichloroethylene (TCE)	79016	Ethene, trichloro-	D040	2.45 ug/l	*	1950-1972	D	Soil contaminant. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Wastewater (concentrated metal plating)				*	*	1950-1953 & 1955-1962	D	Discharged to sanitary sewer below the STP outfall. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Wastewater (generated during handling of radioactive material)				*	*	1950-1972	D	Discharged to sanitary sewer below the STP outfall. Contaminated soil sent to the Stabilized Mass.
80	Land Area	Zinc	7440666	*	*	10,900 mg/kg	*	1950-1972	R	Diluted w/large volumes of water and directed to lagoons; lagoons have been remediated. Contaminated soil sent to the Stabilized Mass.
81	Land Area	Butyl benzyl phthalate				*	700 ug/kg	1957	*	Common lab contaminant - concentration under EPA health protective concentration
81	Land Area	Unknown				55 gal drum		1984 or 1985	R	Dumped on ground, contents either hot or emitted vapor
83	Land Area	Aboveground storage tank - 500-gal - 50% solution of hydrogen peroxide							S	
84	Land Area	Metal dust				*	*	1970s	S	
84	Land Area	Antifreeze				*	*	1970s	S	
84	Land Area	Solvents				*	*	1970s	S	

The information contained in this notice is required pursuant to authority of regulations promulgated under section 120(h) of CERCLA (or "Superfund"), 42 USC 9602(h).

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
84	601, Auto Hobby Shop	1,4 Dichlorobenzene	106467	Benzene, 1,4-dichloro p-		*	*	1963-1994	S	
84	601, Auto Hobby Shop	Acetone	67641	2-Propanone		*	*	1963-1994	S	
84	601, Auto Hobby Shop	Antifreeze				*	*	1970s	S	
84	601, Auto Hobby Shop	Benzene/Motor Oil	71432		D018	55 gal drum	*	1963-1994	S	
84	601, Auto Hobby Shop	Brake Fluid				*	*	1963-1994	S	
84	601, Auto Hobby Shop	Ethylene Glycol/Water	107211			40 gal drum	*	1963-1994	S	
84	601, Auto Hobby Shop	Grease, lithium based				several 5-gallon cans	*	1963-1994	S	
84	601, Auto Hobby Shop	Ketone				*	*	1963-1994	S	
84	601, Auto Hobby Shop	Metal Dust				*	*	1970s	S	
84	601, Auto Hobby Shop	Methylene Chloride	75092			*	*	1963-1994	S	
84	601, Auto Hobby Shop	Oil Filters (used)				55 gal drum	*	1963-1994	S	
84	601, Auto Hobby Shop	Perchloroethylene (PCE)	127184	Ethene, tetrachloro-Te-		*	*	1963-1994	S	
84	601, Auto Hobby Shop	Rags (greasy and oily)				55 gal drum	*	1963-1994	S	
84	601, Auto Hobby Shop	Safety Kleen 105 (containing PCE, TCE, methylene chloride, 1,4 dichlorobenzene, and benzene				40 gal drum	*	1963-1994	S	
84	601, Auto Hobby Shop	Sulfuric Acid	7664939			1 quart	*	1989	R	Spill; cleaned and pH tested
84	601, Auto Hobby Shop	Trichloroethylene (TCE)	79016	Ethene, trichloro-	D040	*	*	1963-1994	S	
84	601, Auto Hobby Shop	Waste Oil				220 gal/year	*	1963-1994	S	

The information contained in this notice is required pursuant to authority of regulations promulgated under section 120(h) of CERCLA (or "Superfund"), 42 USC 9620(h).

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
88	Land Area	Benzene	71432		D018	*	*		R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Ethylbenzene	100414			*	*		R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Xylene	1330207			*			R	Contaminated soil send to the Stabilized Mass.
88	Land Area	1,2-DCA (1,2-Dichloroethane)	107062	Ethylene dichloride		*	0.57 ug/l	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	1,2-DCE (1,2-Dichloroethene)	156605	1,2-Dichloroethylene		*	6.13 ug/l	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Antimony	7440360			*	288 mg/Kg	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Arsenic	7440382		D004	*	8.8 mg/Kg	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Barium	7440393			*	976 mg/Kg	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Batteries				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Beryllium	7440417			*	0.86 mg/Kg	1950-1978	R	Contaminated soil send to the Stabilized Mass.
88	Land Area	Burned Residue				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Cadmium	7440439		D006	*	59.2 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Chloroform	67663			*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Chromium	7440473		D007	*	74.0 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Cobalt	7440484			*	28.6 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Construction Debris				*	*	1950-1978		
88	Land Area	Copper	7440508			*	729 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Dioxins				*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Dry Cell Batteries				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.

The information contained in this notice is required pursuant to authority of regulations promulgated under section 120(h) of CERCLA (or "Superfund"), 42 USC 9620(h).

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
88	Land Area	Dunnage				*	*	1945-1960s	D	Burned in pits in SA28 then south of sewage lagoons in SA88
88	Land Area	Furans	110009	Furfuran		*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Hexavalent Chromium	18540299			*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Lead	7439921		D008	*	16900m g/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Manganese	7439965			*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Mercury	7439976		D009	*	0.17 mg/kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Mercury Batteries				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Molybdenum	7439987			*	5.2 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Nickel	7440020			*	43.2 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Organic Constituents				*	*	1950-1978		Contaminated soil send to the Stabilized Mass.
88	Land Area	Paint Sludge				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	PCBs (Polychlorinated Biphenyls)	1336363			*	*	1950-1978	S	
88	Land Area	Phosgene Gas				*	*	1953-1955	R	
88	Land Area	Plating Shop Wastes				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Plating Sludge				*	*	?-1966	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Radium Paint				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Scrap Metal				*	*	1950-1978	D	Small patches devoid of vegetation contains debris including scrap metal
88	Land Area	Silver	7440224		D011	*	10.6 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Sludge Piles				*	*	late 1950s-late 1960s	S	Received overflow from lagoons; sampling as not proposed

The information contained in this notice is required pursuant to authority of regulations promulgated under section 120(h) of CERCLA (or "Superfund"), 42 USC 9620(h).

# ENCLOSURE 3

**Table 2. Notice of Hazardous Substance Storage, Release, or Disposal**

Study Area	Site/Facility Name	Substance	CASRN	Regulatory Synonym	RCRA Waste Number	Quantity		Date	S/R/D	Action Taken
						Pounds	Kilo-grams			
88	Land Area	Solvents				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	SVOCs				*	*	1950-1978	D	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Trichloroethylene (TCE)	79016	Ethene, trichloro-	D040	*	58.86 ug/l	1953-1955	D	Disposed by burning in the pits
88	Land Area	Tetrachloroethene	127184	Perchloroethylene		*	*	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Total Trivalent Chromium				*	*	1950-1978	D	Contaminated soil send to the Stabilized Mass.
88	Land Area	Trichloroethene (TCE)	79016	Ethylene, trichloro-	D040	*	*	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Vanadium	7440622			*	64.1 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
88	Land Area	Vehicle Tires				*	*	late 1940s to 1960s	D	Burned in pits in SA28 then south of sewage lagoons in SA88
88	Land Area	Zinc	7440666			*	55100 mg/Kg	1950-1978	R	Present in soil samples. Contaminated soil send to the Stabilized Mass.
89	Land Area	Arsenic	7440382		D004	*	*			
89	Land Area	VOCs				*	*			
90	Land Area	Groundwater Contamination				*	*			Groundwater being remediated by the SPGWTP.
90	600, Commander's Residence	Friable Abestos	1332214			*	*	1972-1993	*	Removed
90	603, Facility House	Friable Asbestos	1332214			*	*		*	Removed

## KEY:

Substance = means any member of that group of substances defined as hazardous under CERCLA section 101(14) and appearing at 40 CFR 302.4.

Quantity = the quantity of hazardous substances in pounds and kilograms (unless specified otherwise)

CASRN = Chemical Abstracts Service Registry Numbers

Synonym = means the regulatory synonym for the hazardous substance as listed in 40 CFR 302.4.

RCRA # = means the RCRA hazardous waste number specified in 40 CFR 261.30.

Date = means the date(s) that such storage, release, or disposal took place.

S = Records indicate that hazardous substances have been stored for one year or more.

R = Hazardous substances have been released in amounts that exceed the reportable quantity (RQ) or 1,000 kilograms (whichever is less).

D = Hazardous substances have been disposed of on the property during the time the property was owned by the Federal government.

\* = Information is either not available, incomplete, or requires further explanation. See the EBS document for that study area.




# EXHIBIT D

AUG-22-2000 04:33 PM

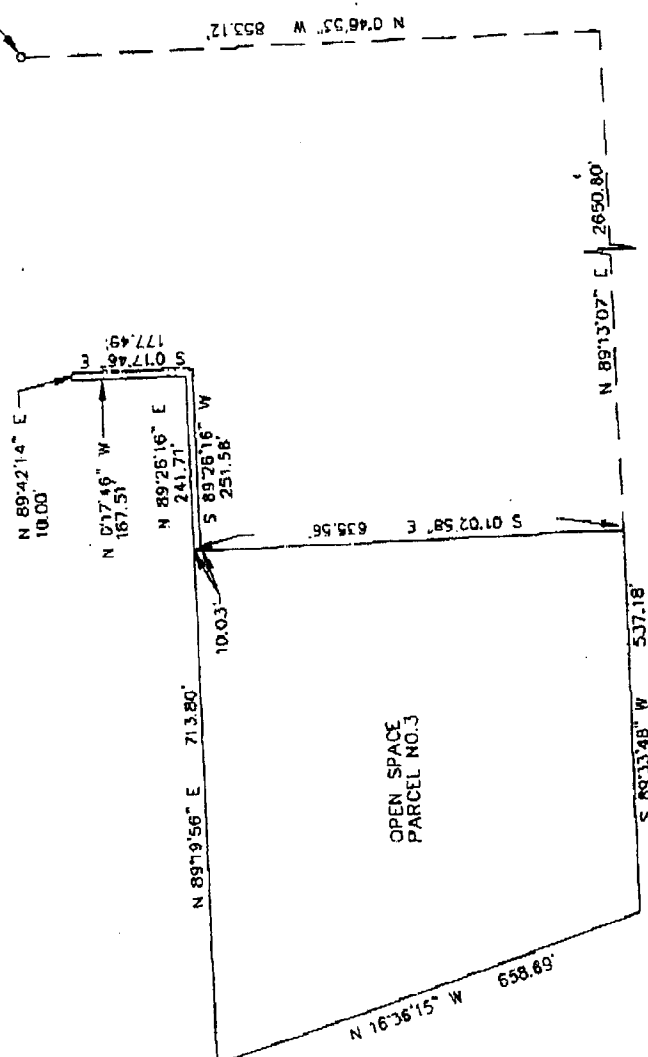
P. 03

OPEN SPACE PARCEL NO. 3  
SACRAMENTO ARMY DEPOT  
SACRAMENTO, CALIFORNIA

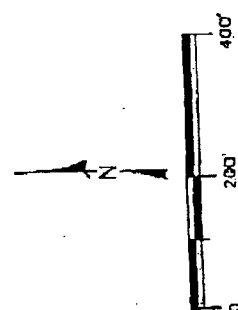
FND. U.S.C.E. BRASS DISC  
STAMPED "126-4 1990"



**TRAIN, SENIOR & HOFFMAN**  
**SURVEYS, INC.**  
 716 ALPINE BLVD.  
 SACRAMENTO, CA 95815  
 (916) 431-7793  
 (916) 592-7898 FAX



OPEN SPACE  
PARCEL NO.3



CITY MANAGER 2005-0409  
AGREEMENT NO. \_\_\_\_\_

AUG-22-2000 04:33 PM

P.02

## DESCRIPTION

## OPEN SPACE PARCEL NO. 3

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian and being a portion of the Sacramento Army Depot as shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT" filed in Book 53 of Surveys at page 25, Sacramento County Records, described as follows:

All that portion of PARCEL 1 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at a point from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2650.80 feet and (2) North 00°46'53" West 853.12 feet distant; thence, from said point of beginning, South 89°33'48" West 537.18 feet; thence, North 16°36'15" West 658.69 feet; thence, North 89°19'56" East 713.80 feet; thence, South 01°02'58" East 635.56 feet to the point of beginning and containing 9.108 acres of land, more or less.

TOGETHER WITH an easement for the installation and maintenance of an underground pipeline on, over and across a strip of land ten (10) feet in width described as follows:

Beginning at the northeast corner of the hereinabove described parcel; thence, from said point of beginning, North 89°26'16" East 241.71 feet; thence, North 00°17'46" West 167.51 feet; thence, North 89°42'14" East 10.00 feet; thence, South 00°17'46" East 177.49 feet; thence, South 89°26'16" West 251.58 feet to a point on the easterly line of the hereinabove described parcel; thence, along said easterly line, North 01°02'58" West 10.03 feet to the point of beginning and containing 0.096 acre of land, more or less.



November 18, 1997

CITY MANAGER 2005-0409  
AGREEMENT NO. \_\_\_\_\_

**RESOLUTION NO. 2005-225**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON THE DATE OF \_\_\_\_\_

**A RESOLUTION ACCEPTING TRANSFER OF TITLE FOR  
PARCEL 2B OF THE SACRAMENTO ARMY DEPOT  
TO THE CITY OF SACRAMENTO**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is authorized to execute the documents necessary to accept title of the Sacramento Army Depot – Parcel 2B.

*Deborah Fazio*  
MAYOR

ATTEST:

*Shirley Concelino*  
CITY CLERK

CERTIFIED AS TRUE COPY  
OF Resolution 2005-225  
DATE May 27, 2005  
DATE CERTIFIED  
*Tawn Bellmunt*  
CITY CLERK, CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2005-225  
DATE ADOPTED: APR 6 5 2005



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO, CALIFORNIA 95814-2922

December 17, 2004

Facilities Support Unit

SUBJECT: Sacramento Army Depot; Proposed Quitclaim Deed No.  
DACA05-9-03-592

City of Sacramento  
Economic Development Department  
Attn: Mr. Micah Runner  
1030 15<sup>th</sup> Street  
Sacramento, CA 95815

Dear Mr. Runner:

Enclosed is the original and one copy of the proposed Quitclaim Deed for transfer of 48.21 acres at the former Sacramento Army Depot. My understanding is that approval of the deed will be on the January 13, 2005 City Council agenda.

If the deed is acceptable, please have the authorized representative of the City sign and return the original to this office. The copy is for your file pending the Army's signature.

Please do not hesitate to contact me if you have any questions. I can be reached at (916)557-6994/6815 or at [susan.m.krinks@usace.army.mil](mailto:susan.m.krinks@usace.army.mil).

Sincerely,

Susan Krinks  
Chief, Facilities Support Unit

Enclosures

CITY MANAGER  
AGREEMENT NO. 2005-0409

## ENCLOSURE 9 – LEAD-BASED PAINT COVENANT

### LAND USE COVENANT

#### RECORDING REQUESTED BY:

U.S. Army Corps of Engineers,  
Sacramento District  
Attention: Chief, Real Estate Division  
1325 J Street  
Sacramento, CA 95814-2922

#### WHEN RECORDED, MAIL TO:

Chief, Northern California Operation  
Office of Military Facilities  
Department of Toxic Substances Control  
10151 Croydon Way, Suite 3  
Sacramento, CA 95827

---

(Space Above This Line For Recorder's Use Only)

### COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION

---

Re: EBS Study Area 90, County of Sacramento

---

This Covenant and Agreement ("**Covenant**") is made by and between the United States of America acting by and through the United States Army (the "**Covenantor**"), the current owner of the herein described real property located in the City of Sacramento, County of Sacramento, State of California, shown on Exhibit 9-A and described in Exhibit 9-B, attached hereto and incorporated herein by this reference (the "**Property**") and the State of California acting by and through the California Department of Toxic Substances Control (the "**Department**") ("**Covenantee**"). Pursuant to California Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence in soil of hazardous materials as defined in the California Health and Safety Code section 25260, subdivision (d). The Covenantor and the Department, collectively referred to as the "**Parties**," intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

#### ARTICLE I

#### STATEMENT OF FACTS

1.01 The Property, totaling approximately 0.58 acres is more particularly depicted in Exhibit 9-A and described in Exhibit 9-B. The Property is located at the former Sacramento Army Depot ("**SAAD**" or the "**Depot**"), on the south portion of the base.

1.02 The Property contains the following three buildings ("**Former Housing Units Parcel**"):  
Building 600, former Commander's Residence; Building 603, former Family House for Sergeant Major;  
and Facility 604, Garage. Building 600 was constructed in 1972; while Buildings 603 and 604 were built  
in 1925. Due to the age of these buildings, they were painted with lead-based paint, which was in  
common use at the time. As part of the base closure process, soil samples around the foundations of these  
buildings were taken. The lead content in the samples were as follows: Building 600, one sample at 84.1  
ppm; Building 603, three samples at 2,036.9 ppm, 131.3 ppm, and 154.5 ppm; Building 604, one sample  
at 1331.1 ppm.

1.03 As a result of the lead-based paint used in the buildings located in the Former Housing  
Units Parcel, the notice requirements and restrictions contained in this Covenant will apply to **Owner**  
and **Occupants** of the Former Housing Units Parcel until terminated in accordance with Section 6.01.

## ARTICLE II

### DEFINITIONS

2.01 Department. "**Department**" means the California Department of Toxic Substances Control  
and includes its successor agencies, if any.

2.02 Owner. "**Owner**" means the Covenantor, the Covenantor's successors in interest, and their  
successors in interest, including heirs and assigns, during his or her ownership of all of any portion of the  
Property.

2.03 Occupant. "**Occupant**" means Owners and any person or entity entitled by ownership,  
leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Covenantor. "**Covenantor**" means the United States acting by and through the U.S.  
Department of the Army (Army).

2.05 Parties. "**Parties**" means the Army and the Department.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions,  
covenants, restrictions, and conditions (collectively referred to as "**Restrictions**"), subject to which the  
Former Housing Units Parcel and every portion thereof shall be improved, held, used, occupied, leased,  
sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land  
pursuant to Health and Safety Code section 25222.1 and section 25355.5, subdivision (a)(1)(C) and Civil  
Code section 1471; (b) inures to the benefit of the **Department** and passes with each and every portion  
of the Former Housing Units Parcel; and (c) is for the benefit of, and is enforceable by, the Department  
(Covenantee); and (d) is imposed upon the entire Former Housing Units Parcel unless expressly stated as  
applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25222.1 and  
section 25355.5, subdivision (a)(1)(C) and Civil Code section 1471, this Covenant binds all **Owners** and  
**Occupants** of the Former Housing Units Parcel, and their heirs, successors, and assignees, and agents,  
employees, and lessees. Pursuant to Civil Code section 1471, subdivision (a)(2), all successive owners  
and occupants of the Former Housing Units Parcel are expressly bound hereby for the benefit of the  
**Department** (Covenantee).

3.03 Notice of the Presence of Lead-based Paint. Prior to the sale, lease or sublease of the Former Housing Units Parcel, the Owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice as follows:

- a) The Former Housing Units Parcel contains structures or buildings suitable for residential dwellings. The **buyer, lessee, or sublessee**, and its successors and assigns, is hereby informed and does acknowledge that Buildings 601, 603 and 604 contain lead-based paint. Soil samples for lead taken in the vicinity of Buildings 600, 603, and 604 ranged from 84.1 ppm (Building 600) to 2,036.9 ppm (Building 603). Buyer, lessee, or sublessee, its successors and assigns, is hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. **"Residential real property"** means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.
- b) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is generally contained in the Environmental Baseline Surveys, and the Asbestos & Lead Based Paint Investigation Survey prepared by CAL INC. (1994), which are located at: U.S. Army Corps of Engineers, Sacramento District, and will be provided to the buyer, lessee, or sublessee. Additionally, the federally-approved pamphlet on lead poisoning prevention has been provided to the buyer, lessee, or sublessee. The buyer, lessee, or sublessee hereby acknowledges receipt of all the information described in this section.
- c) The buyer, lessee, or sublessee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

3.04 Incorporation into Deeds and Leases. This Covenant shall accompany all deeds, leases, or any other type of outgrant for any portion of the Former Housing Units Parcel.

3.05 Conveyance of Former Housing Units Parcel. The **Owner** shall provide notice to the **Department** not later than thirty (30) days after executing any document conveying any ownership or leasehold interest in the Former Housing Units Parcel (excluding mortgages, liens, and other non-possessory encumbrances). The **Department** shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV RESTRICTIONS

4.01 Applicability. The provisions of this Article shall apply to the Former Housing Unit Parcel.



4.02 Prohibited Uses. In order to protect human health, safety and the environment, the following uses are prohibited on the Former Housing Units Parcel:

- a) Residential uses including any mobile home or factory-built housing constructed or installed for use as a residential human habitation, hospital for humans, or public or private school for persons;
- b) Day care centers; and
- c) Playgrounds or recreational uses.

In order for any of the above listed uses to be approved, the provisions of Section 6.02 shall be satisfied.

4.03 Authorized Activities. Section 4.02 does not apply to commercial or industrial activities other than those listed in that section.

4.04 Use Restrictions. Refer to Section 4.02 for prohibited uses.

4.05. Access. The Department shall have reasonable right-of-entry and access to the Former Housing Units Parcel for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department to protect the public health and safety and oversee any remediation activities.

4.06. Notices. The **Owner** and/or **Occupant** shall provide the **Parties** with written notice at least sixty (60) days prior to engaging in any "Prohibited Activities" or "Restricted Uses," as described in Section 4.02 and 4.04, above. The notice shall include a detailed written description of the proposed activity with drawings, if appropriate. Written approval shall be obtained from the Parties prior to the commencement of the proposed activity.

## ARTICLE V

### ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with the terms of this covenant shall be grounds for the Department to exercise any or all of their rights to require that the Owner or Occupant modify or remove any improvements ("improvements" includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the Property in violation of the terms of this Covenant. Violation of any provision of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law. This Covenant imposes upon the Owner and Occupant only those requirements, prohibitions, and restrictions specifically set forth in the Covenant. Nothing in this Covenant shall be construed to: (a) impose obligations upon Owner beyond those authorized by applicable environmental laws; or (b) waive or otherwise affect any of Owner's rights as against Covenantor under or pursuant to existing applicable Federal, State or local environmental laws.

5.02 Reservation of Rights. Nothing in this Covenant shall be construed to limit or abridge the power of the Department to take any enforcement action authorized by law, or to take any action provided by law to protect human health, safety, or the environment.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made

in accordance with Health and Safety Code section 25233. The Owner or Occupant shall provide a copy of the request for variance to the **Department** and the **Army**. Prior to issuing a variance, the **Department** shall allow the **Army** thirty (30) days to provide comments on the request for variance. The **Department** will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination of Covenant. In order to use the property for the uses in Section 4.02 and terminate this covenant, the lead concentrations shall be remediated and this action shall be approved by DTSC. The **Owner** shall submit a remedial workplan describing its proposed cleanup activity. This Covenant and all of the prohibitions and restrictions provided herein with respect to lead-based paint shall terminate on any portion of the Former Housing Unit Parcel referred to herein upon the written determination by the **Department** that the lead-based paint in regard to such parcel, or portions thereof, has attained the remedial cleanup standards determined by DTSC in accordance with Health and Safety Code, division 20, chapter 6.8 (§25300 et seq.) The **Department** may make such a determination pursuant to a written request thereof by the **Owner**, or independently without such a request. If the Owner requests termination of the prohibitions and restrictions, the Owner shall provide a copy of the request to the **Department** and the **Army**. Prior to terminating the prohibitions and restrictions, the **Department** shall provide the **Army** thirty (30) days to provide comments on the request for termination. The **Department** shall make the written determination as promptly as possible following a written request by the **Owner**. Such request shall be made in accordance with Health and Safety Code section 25234.

- a) Prior to permitting the occupancy of any buildings or structures located on the Former Housing Units Parcel that were constructed or rehabilitated prior to 1978, where its use subsequent to sale is intended for residential habitation, Covenantor's successor-in-interest, its successors and assigns, agree to perform, at its sole expense, the Covenantor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X). The Covenantor's successor-in-interest, its successors and assigns shall, after consideration of the guidelines and regulations established pursuant to Title X:
  - 1) Comply with the joint Housing and Urban Development ("HUD") and USEPA Disclosures Rule (24 Code of Federal Regulations part 35, subpart H and 40 Code of Federal Regulations part 745, subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments;
  - 2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines; and
  - 3) Comply with the USEPA lead-based paint work standards when conducting lead-based paint activities (40 Code of Federal Regulations part 745, subpart L).
- b) In complying with these requirements, the Covenantor's successor-in-interest, its successors and assigns, covenant and agree to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Former Housing Units Parcel found to be necessary as a result of the subsequent use of the Former Housing Units Parcel for residential purposes. The Covenantor's successor-in-interest, its successors and assigns, covenant and agree to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

6.03 Term. Unless ended in accordance with the Termination of Covenant paragraph above or by law, this covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Former Housing Units Parcel, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California and the Department include successor agencies/departments or other successor entity(ies).

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully-executed original.

7.04. Notices Between the Parties. Whenever either Party gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To US Army:                    U.S. Army Corps of Engineers  
                                        Sacramento District  
                                        Attention: Chief, Real Estate Division  
                                        1325 J Street  
                                        Sacramento, California 95814-2922

To Department:                Chief, Northern California Operation  
                                        Office of Military Facilities  
                                        DTSC  
                                        8800 Cal Center Drive  
                                        Sacramento, CA 95826

Either party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any provision of this Covenant is ruled invalid, illegal, or unconstitutional by a court of competent jurisdiction, the remainder of the Covenant shall not be affected by such a ruling.

7.06 Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07. Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

7.09. Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, The Parties execute this Covenant.

UNITED STATES OF AMERICA

Date: 9-21-05

By: Joseph W. Whitaker

Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

Signed sealed and delivered  
In the Presence of:

Witness: W.T. Birney

Witness: Michael Mandelstam

DEPARTMENT, "COVENANTEE"

Date: 3-11-04 By: Anthony J. Landis

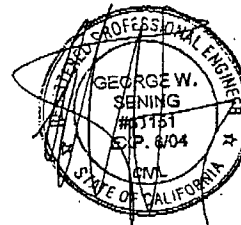
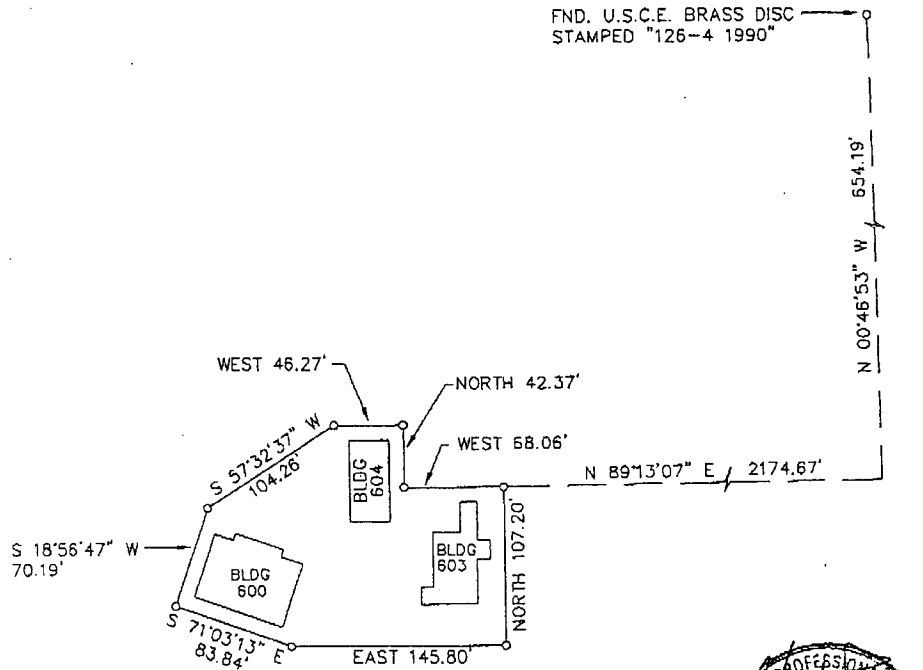
Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

# EXHIBIT 9-A

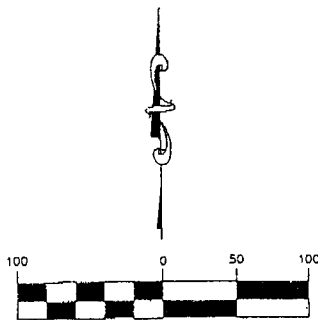
## A PORTION OF ENVIRONMENTAL STUDY AREA 2B AT THE FORMER SACRAMENTO ARMY DEPOT

SACRAMENTO, CALIFORNIA

AUGUST, 2000



AUG 07 2000



GRAPHIC SCALE  
1 inch = 100 ft.



TRAIN, SENING & HOFFMAN  
SURVEYING, INC.  
718 ALHAMBRA BLVD.  
SACRAMENTO, CA 95816  
(916) 451-7793  
(916) 444-0489 FAX

W.O. 0007-01

## EXHIBIT 9-B

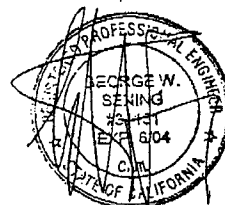
### DESCRIPTION

#### A PORTION OF ENVIRONMENTAL STUDY AREA 2B

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian and being a portion of the former Sacramento Army Depot as shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT" filed in Book 53 of Surveys at page 25, Sacramento County Records, described as follows:

All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at a point from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2174.67 feet and (2) North 00°46'53" West 654.19 feet distant; thence, from said point of beginning, Due West 68.06 feet; thence, Due North 42.37 feet; thence, Due West 46.27 feet; thence, South 57°32'37" West 104.26 feet; thence, South 18°56'47" West 70.19 feet; thence, South 71°03'13" East 83.84 feet; thence, Due East 145.80 feet; thence, Due North 107.20 feet to the point of beginning and containing 0.58 acre of land, more or less.



AUG 07 2000

## ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA )

COUNTY OF ARLINGTON )ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31 day of August, 2009, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 21 day of Sept, 2005, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this the 21 day of Sept, 2005



NOTARY PUBLIC

ACKNOWLEDGEMENT

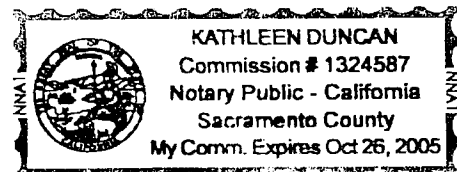
STATE OF CALIFORNIA )

COUNTY OF SACRAMENTO )

On this 11<sup>th</sup> day of March, in the year 2004  
before me in Sacramento County, personally appeared Anthony J. Lundis, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan





## ENCLOSURE 7 – SOUTH POST GROUNDWATER COVENANT

### LAND USE COVENANT

#### RECORDING REQUESTED BY:

U.S. Army Corps of Engineers,  
Sacramento District  
Attention: Chief, Real Estate Division  
1325 J Street  
Sacramento, CA 95814-2922

#### WHEN RECORDED, MAIL TO:

Chief, Northern California Operation  
Office of Military Facilities  
Department of Toxic Substances Control  
10151 Croydon Way, Suite 3  
Sacramento, CA 95827

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(Space Above This Line For Recorder's Use Only)

### COVENANT TO RESTRICT USE OF PROPERTY

#### ENVIRONMENTAL RESTRICTION

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Re: EBS Study Areas 78, 80, 81B, 83, 84, 88, 89 and 90, County of Sacramento

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This Covenant and Agreement ("**Covenant**") is made by and between the United States of America acting by and through the United States Army (the "**Covenantor**"), the current owner of the herein described real property located in the City of Sacramento, County of Sacramento, State of California, shown on Exhibit 7-A and described in Exhibit 7-B, attached hereto and incorporated herein by this reference (the "**Property**") and the State of California acting by and through the California Department of Toxic Substances Control (the "**Department**") and the Central Valley Regional Water Quality Control Board (the "**Water Board**"). Pursuant to California Civil Code section 1471, the Department and the Water Board have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence in soil of hazardous materials as defined in California Health and Safety Code section 25260, subdivision (d) (Health & Safety Code § 25260, subdiv. (d)). The Covenantor, the Department, and the Water Board, collectively referred to as the "**Parties**," intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

## ARTICLE I

### STATEMENT OF FACTS

1.01 The Property, totaling approximately 48.2 acres is more particularly depicted in Exhibit 7-A and described in Exhibit 7-B. The Property is located at the former Sacramento Army Depot ("SAAD" or the "Depot"), on the southwestern most portion of the base.

1.02 The Army is cleaning up groundwater contamination that may extend beneath portions of the Property (see Exhibit 7-C) under the supervision and authority of the Department, the Water Board and the United States Environmental Protection Agency (the "USEPA"). The Property is within a portion of the former SAAD. The Army is remediating the groundwater pursuant to the Basewide Record of Decision (Basewide ROD) developed and signed in accordance with 40 Code of Federal Regulations part 300.400 et seq. The Department and Water Board are providing regulatory oversight pursuant to Health and Safety Code, division 20, chapter 6.5 (§ 25100 et seq.) and Water Code, division 7 (§ 13000 et seq.). Hazardous materials (as defined in Health and Safety Code section 25260), hazardous wastes and/or constituents (as defined in California Code of Regulations, title 22, section 66260.10), and waste (as defined in Water Code section 13050), including volatile organic compounds (VOCs), may remain in the groundwater in and under portions of the Property.

1.03 Cleanup of the South Post groundwater (that groundwater plume located in the southwest corner of the Depot) began under an interim ROD signed in 1989. The interim ROD addressed containment and cleanup of on-base groundwater contamination in the southwest corner of the Depot. The contaminants of concern are VOCs, primarily: trichloroethene (TCE) [detection limit 0.5 to 4.0 µg/L]<sup>1</sup>; chloroform [none detected above 0.5 µg/L]; cis 1,2-dichloroethene [detection limit 0.5 to 0.7 µg/L]; trans 1,2-dichloroethene [none detected above 0.5 µg/L]; 1,2-dichloroethane [none detected above 0.5 µg/L]; carbon tetrachloride (CCl<sub>4</sub>) [none detected above 0.5 µg/L]; tetrachloroethene (PCE) [none detected above 0.5 µg/L]; and freon 113 [none detected above 0.5 µg/L]. In 1989, a groundwater extraction and treatment system using ultraviolet (UV) light/chemical oxidation was installed in the southwest portion of the Depot to treat onsite groundwater and to capture the portion of the plume that has moved off the Depot to the southwest. The portion of the groundwater monitoring, extraction and treatment system that lies on this parcel consists of 5 extraction wells, 13 monitoring wells and piping systems to the treatment plant. The location of this groundwater treatment system (including monitoring and extraction wells, piping and treatment plant) is shown on Exhibit 7-D. The current highest concentration of a contaminant of concern is TCE at 40 µg/L. The groundwater is currently being extracted and discharged to the Sacramento Regional Wastewater Treatment System. The approved cleanup standards are the Maximum Contaminant Level (MCL) found in both 40 Code of Federal Regulations part 141 and/or California Code of Regulations, section 64444 (20 CCR 64444) and are 5.0 µg/L for TCE, 5.0 µg/L for PCE, and 0.5 µg/L for CCl<sub>4</sub>.

## ARTICLE II

### DEFINITIONS

2.01 Department. "**Department**" means the California Department of Toxic Substances Control and shall include its successor agencies, if any.

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<sup>1</sup> These levels are based only on that portion of the groundwater plume under Parcel 2B and are taken from the "Former Sacramento Army Depot, 2000 Winter Quarter Groundwater Monitoring Report" by SCA Environmental Inc.

2.02 Water Board. “**Water Board**” means the Central Valley Regional Water Quality Control Board and shall include its successor agencies, if any.

2.03 Owner. “**Owner**” means the Covenantor, any of the Covenantor’s successors in interest, and their successors in interest, including heirs and assigns, during his or her ownership of all or any portion of the Property.

2.04 Occupant. “**Occupant**” means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05 Covenantor. “**Covenantor**” means the United States acting by and through the U.S. Department of the Army (Army).

2.06 USEPA. “**USEPA**” means the U.S. Environmental Protection Agency, Region IX.

2.07 Parties. “Parties” means the **Army**, the **Department**, and the **Water Board**.

### ARTICLE III

#### GENERAL PROVISIONS

3.01 Restrictions to Run with The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as “**Restrictions**”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Health and Safety Code section 25222.1 and section 25355.5, subdivision (a)(1)(C), and Civil Code section 1471; (b) inures to the benefit of the Department and the Water Board and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by, the Department and the Water Board (Covenantees); and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25222.1 and section 25355.5, subdivision (a)(1)(C) and Civil Code section 1471, this Covenant binds all Owners and Occupants of the Property, and their heirs, successors, and assignees, and agents, employees, and lessees. Pursuant to Civil Code section 1471, subdivision (a)(2), all successive owners and occupants of the Property are expressly bound hereby for the benefit of the **Department** and the **Water Board** (Covenantees).

3.03 Written Notice of Release of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, or the execution of a license or easement on the Property, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property as required by Health and Safety Code section 25359.7.

3.04 Incorporation into Deeds and Leases. This Covenant shall accompany all deeds and leases for any portion of the Property.

3.05 Conveyance of Property. The **Owner** shall provide notice to the **Department** and the **Water Board** not later than thirty (30) days after executing any document conveying any ownership or leasehold interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The **Department** and the **Water Board** shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV

### RESTRICTIONS

4.01 Applicability. The provisions of this Article shall apply to the Property.

4.02 Prohibited Activities and Use Restrictions. In order to protect human health, safety and the environment, various uses of the Property will be prohibited and/or use restrictions will be imposed within the areas shown in Exhibits 7-A and 7-B.

4.03 Prohibited Activities. The following activities are prohibited on the Property without the prior review and written approval of the **Parties and USEPA**, as provided in Section 4.08.

- a) Construction of any well.
- b) Extraction, use or consumption of groundwater from wells within the boundary of the Property
- c) Use of any groundwater within the boundary of the property.
- d) Construction or creation of any groundwater recharge area, unlined surface impoundments or disposal trenches.
- e) Any activity that could interfere with or adversely affect the groundwater treatment system, extraction wells, piping system or groundwater treatment plant (these are shown on Exhibits 7-C, 7-D and 7-E).

4.04 Authorized activities. Section 4.03, subsection(b) does not apply to the extraction, use, or treatment of groundwater associated with groundwater remediation.

4.05 Use Restrictions. The following restrictions apply to the Property:

- a) The Owner or Occupant of Property shall notify the **Army**, the **Department** and the **Water Board** in writing of all proposals for any subsurface alterations or activities to be undertaken within such property that would affect the groundwater flow or quality. The notice shall be received at least 60 days prior to the start date for the alterations or activities as set forth in Section 4.08, and shall be accompanied by a detailed written description of proposed alterations or activities. The proposed alterations or activities shall not impair any activities under the groundwater remediation program. Construction may not commence without written approval from the **Department** and the **Water Board**.
- b) For emergency or accidental events, the **Owner** or **Occupant** shall notify the **Army**, **Department**, the **Water Board**, and **USEPA** of each of the following events: (1) the type, cause, location and date of any disturbance caused by the Owner or Occupant to any groundwater remedial treatment system (System); and (2) the type and date of any Army-authorized repair of such disturbance. The Owner or Occupant shall notify the Department, the Water Board, Army and USEPA within ten (10) working days of both the discovery of any such disturbance caused by the Owner or Occupant and the completion of any repairs. Notification shall be in accordance with Section 7.04. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants. If the Owner or Occupant becomes aware of any such disturbance, even though not caused by the Owner or Occupant, notice shall be given as provided herein.

4.06. Access. The **Department** and the **Water Board** shall have reasonable right-of-entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the **Department** and the **Water Board** in order to protect the public health and safety and oversee the groundwater remediation activities.

4.07. Access for Implementing Operations and Maintenance of the System. The entity or person responsible for implementing the operation and maintenance of the System on the Property shall have reasonable right-of-entry and access to the Property for the purpose of implementing the operation and maintenance of the system until the **Army**, the **Department**, the **Water Board**, and **USEPA** determine that no further operation and maintenance is required.

4.08. Notices. The **Owner** and/or **Occupant** shall provide the Parties with written notice at least sixty (60) days prior to engaging in any "Prohibited Activities" or "Restricted Uses," as described in Sections 4.03 and 4.05, above. The notice shall include a detailed written description of the proposed activity with drawings, if appropriate. Written approval shall be obtained from the Parties prior to the commencement of the proposed activity.

## ARTICLE V

### ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with the terms of this covenant shall be grounds for the **Department** or the **Water Board** to exercise any or all of their rights to require that the Owner or Occupant modify or remove any improvements ("improvements" includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the Property in violation of the terms of this Covenant. Violation of any provision of this Covenant shall be grounds for the **Department** or the **Water Board** to file civil or criminal actions as provided by law. This Covenant imposes upon the Owner and Occupant only those requirements, prohibitions, and restrictions specifically set forth in the Covenant. Nothing in this Covenant shall be construed to: (a) impose obligations upon Owner beyond those authorized by applicable environmental laws; or (b) waive or otherwise affect any of Owner's rights as against Covenantor under or pursuant to existing applicable Federal, State or local environmental laws.

5.02. Reservation of Rights. Nothing in this Covenant shall be construed to limit or abridge the power of the **Department** or the **Water Board** to take any enforcement action authorized by law, or to take any action provided by law to protect human health, safety, or the environment.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. The Owner or Occupant shall provide a copy of the request for variance to the **Department**, the **Water Board**, the **Army** and **USEPA**. Prior to issuing a variance, the **Department** and the **Water Board** shall provide the **Army** and **USEPA** thirty (30) days to provide comments on request for variance. The Department will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination of Covenant. This Covenant and all of the prohibitions and restrictions provided herein with respect to the groundwater shall terminate on any portion of the Property referred to herein upon the written determination by the **Department** and the **Water Board** that the groundwater in regard to such Parcel, or portions thereof, has attained the remedial cleanup standards as required by, and set forth in, the Basewide ROD. The **Department** and the **Water Board** may make such a determination

pursuant to a written request thereof by the **Owner**, or independently without such a request. If the Owner requests termination of the prohibitions and restrictions, the Owner shall provide a copy of the request to the **Department**, the **Water Board**, the **Army**, and **USEPA**. Prior to issuing a variance, the **Department** and the **Water Board** shall provide the **Army** and **USEPA** thirty (30) days to provide comments on the request for termination. The **Department** and the **Water Board** shall make the written determination as promptly as possible following a written request by the Owner. Such request shall be made in accordance with Health and Safety Code section 25234. .

6.03 Term. Unless ended in accordance with the Termination of Covenant paragraph above or by law, this covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California, the **Department**, and the **Water Board** include successor agencies/departments or other successor entity.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices between the Parties. Whenever either Party gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To US Army:	U.S. Army Corps of Engineers Sacramento District Attention: Chief, Real Estate Division 1325 J Street Sacramento, California 95814-2922
To Department:	Chief, Northern California Operation Office of Military Facilities DTSC 8800 Cal Center Drive Sacramento, CA 95826
To Water Board:	Executive Officer Central Valley Regional Water Quality Control Board 11020 Sun Center Drive, #200 Rancho, Cordova, CA 95670
To USEPA:	Chief of Federal Facilities & Site Cleanup Branch Office of Superfund US Environmental Protection Agency 75 Hawthorne St. (SFD-8) San Francisco, CA 94105-3901

7.05 Partial Invalidity. If any provision of this Covenant is ruled invalid, illegal, or unconstitutional by a court of competent jurisdiction, the remainder of the Covenant shall not be affected by such a ruling.

7.06 Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08. Statutory References. All statutory references include successor provisions.

7.09. Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, The Parties execute this Covenant.

UNITED STATES OF AMERICA

Date: 9-21-05

By: Joseph W. Whitaker

Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

Signed sealed and delivered  
In the Presence of:

Witness: WT Borley

Witness: Michaela Mandula

DEPARTMENT, "COVENANTEE"

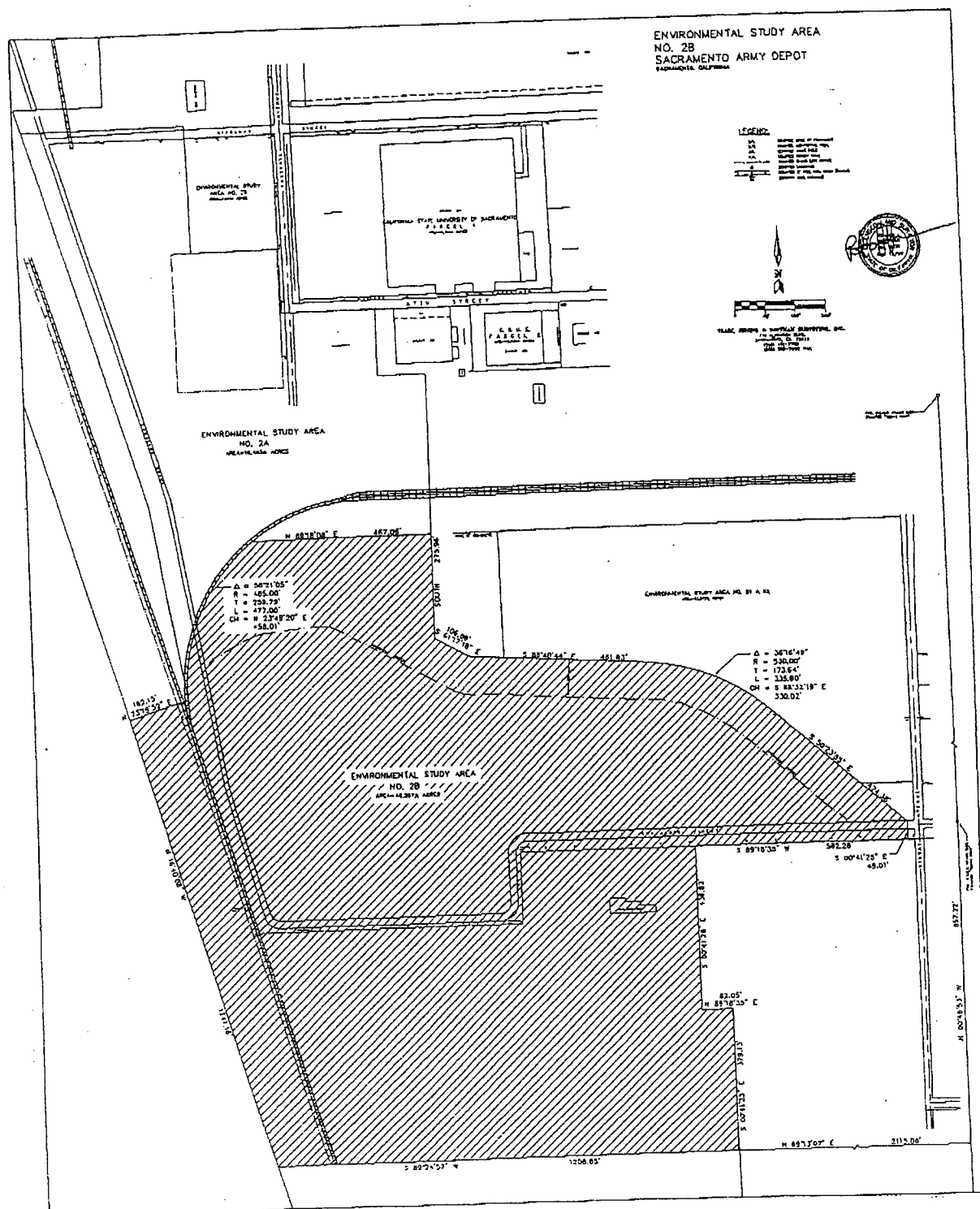
Date: 3-11-04 By: Anthony J. Landis  
Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

WATER BOARD, "COVENANTEE"

Date: 3/1/04 By: Thomas R Pinkos  
Thomas R. Pinkos  
Executive Officer



## EXHIBIT 7-A



## EXHIBIT 7-B

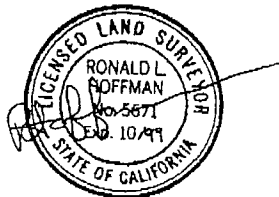
### DESCRIPTION

#### ENVIRONMENTAL STUDY AREA NO. 2B

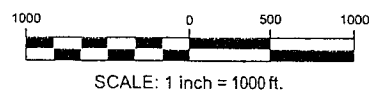
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian and being a portion of the Sacramento Army Depot as shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT" filed in Book 53 of Surveys at page 25, Sacramento County Records, described as follows:

All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at the corner common to PARCELS 1, 2 and 5 as said corner is shown on said Record of Survey from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses:  
(1) North 89°13'07" East 2115.08 feet and  
(2) North 00°46'53" West 857.22 feet distant; thence, from said point of beginning, along the north line of said PARCEL 1, South 89°24'57" West 1208.85 feet to the westerly line of said PARCEL 5; thence, along said westerly line North 16°40'08" West 1241.16 feet; thence, North 73°19'52" East 162.15 feet; thence, along the arc of a curve to the right having a radius of 485.00 feet and a chord bearing and distance of North 23°49'20" East 458.01 feet; thence, North 89°18'08" East 467.06 feet; thence, South a distance of 275.96 feet; thence, South 61°17'18" East 106.86 feet; thence, South 86°40'44" East 461.63 feet; thence, along the arc of a tangent curve to the right having a radius of 530.00 feet and a central angle of 36°16'49" an arc distance of 335.60 feet; thence, tangent to said curve, South 50°23'55" East 474.38 feet; thence, South 00°41'25" East 49.01 feet to the north line of said PARCEL 2; thence, along the boundary of said PARCEL 5 the following four (4) courses: (1) South 89°18'35" West 562.28 feet, (2) South 00°41'26" East 436.82 feet, (3) North 89°18'35" East 82.05 and (4) South 00°41'25" East 379.13 feet to the point of beginning and containing 48.207 acres of land, more or less.

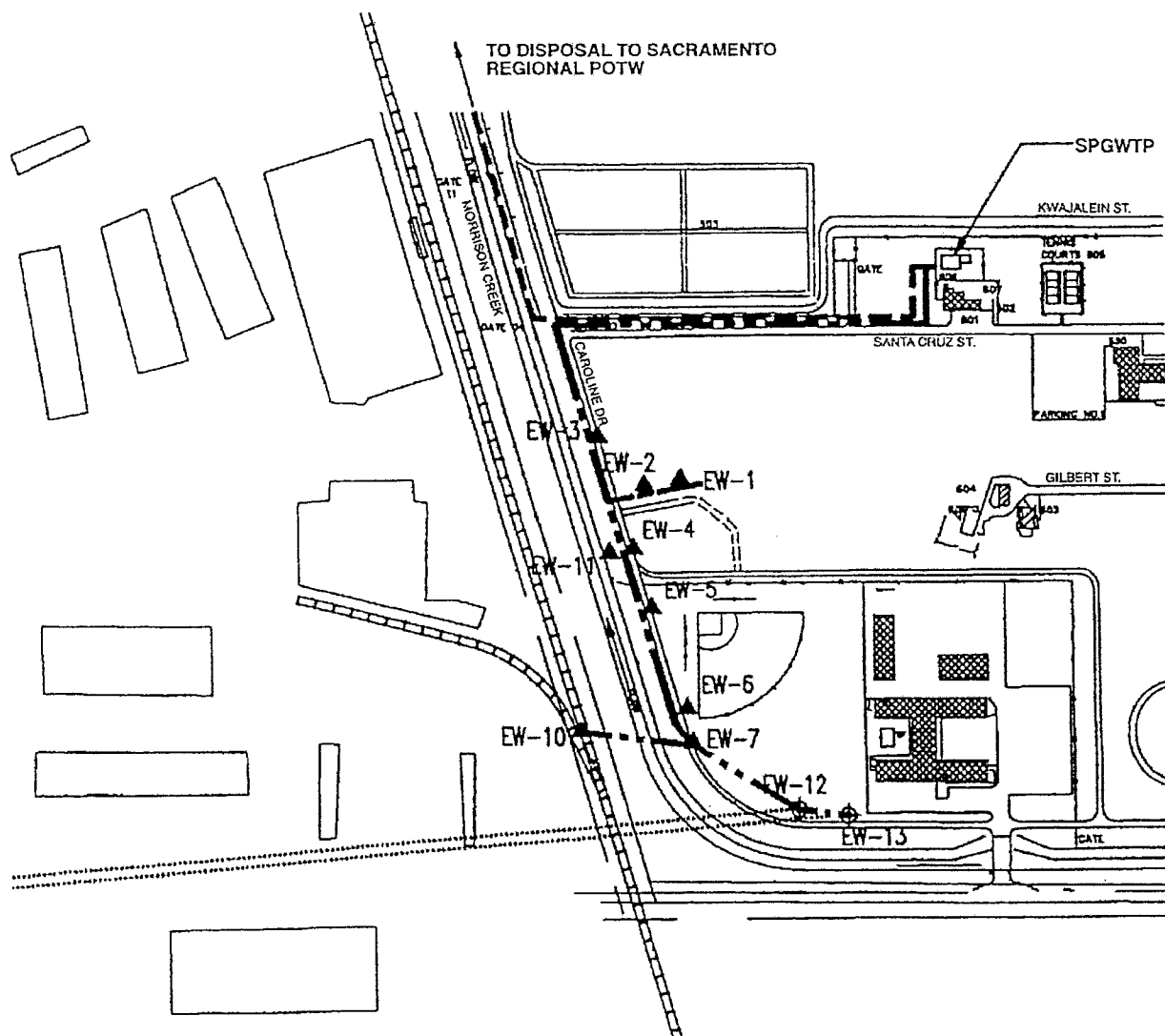


May 29, 1997



APRIL 2003 GROUNDWATER ELEVATION  
AND TRICHLOROETHENE (TCE)  
CONCENTRATION CONTOURS  
A-ZONE  
FORMER SACRAMENTO ARMY DEPOT

22-Jul-2003 SP03AZ.dwg



#### LEGEND

- EW-1 ▲ EXISTING GROUNDWATER EXTRACTION WELL LOCATION
- EW-13 ⊕ PROPOSED EXTRACTION WELL LOCATION
- EXISTING EFFLUENT LINE
- EXISTING INFLUENT LINE
- HORIZONTAL WELL SCREENS

MAP REFERENCE: Kleinfelder  
(Drawn by: B. Walker, 12-29-94)

Exhibit 7-D  
Extraction Well Locations  
South Post Groundwater

**CH2MHILL**

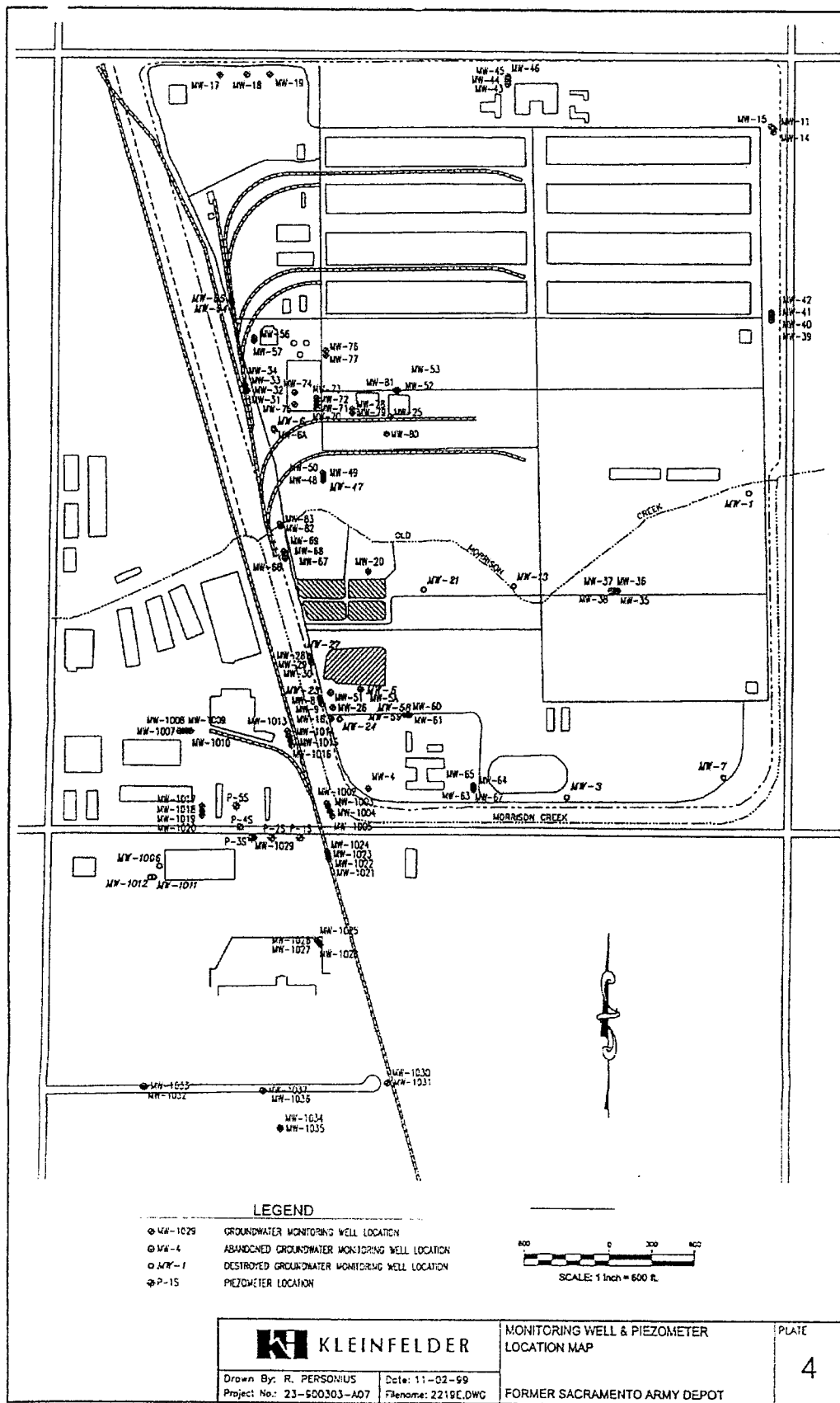


Exhibit 7-E

## ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA )

COUNTY OF ARLINGTON )ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31 day of August, 2009, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 21 day of Sept, 2005, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this the 21 day of Sept, 2005



NOTARY PUBLIC

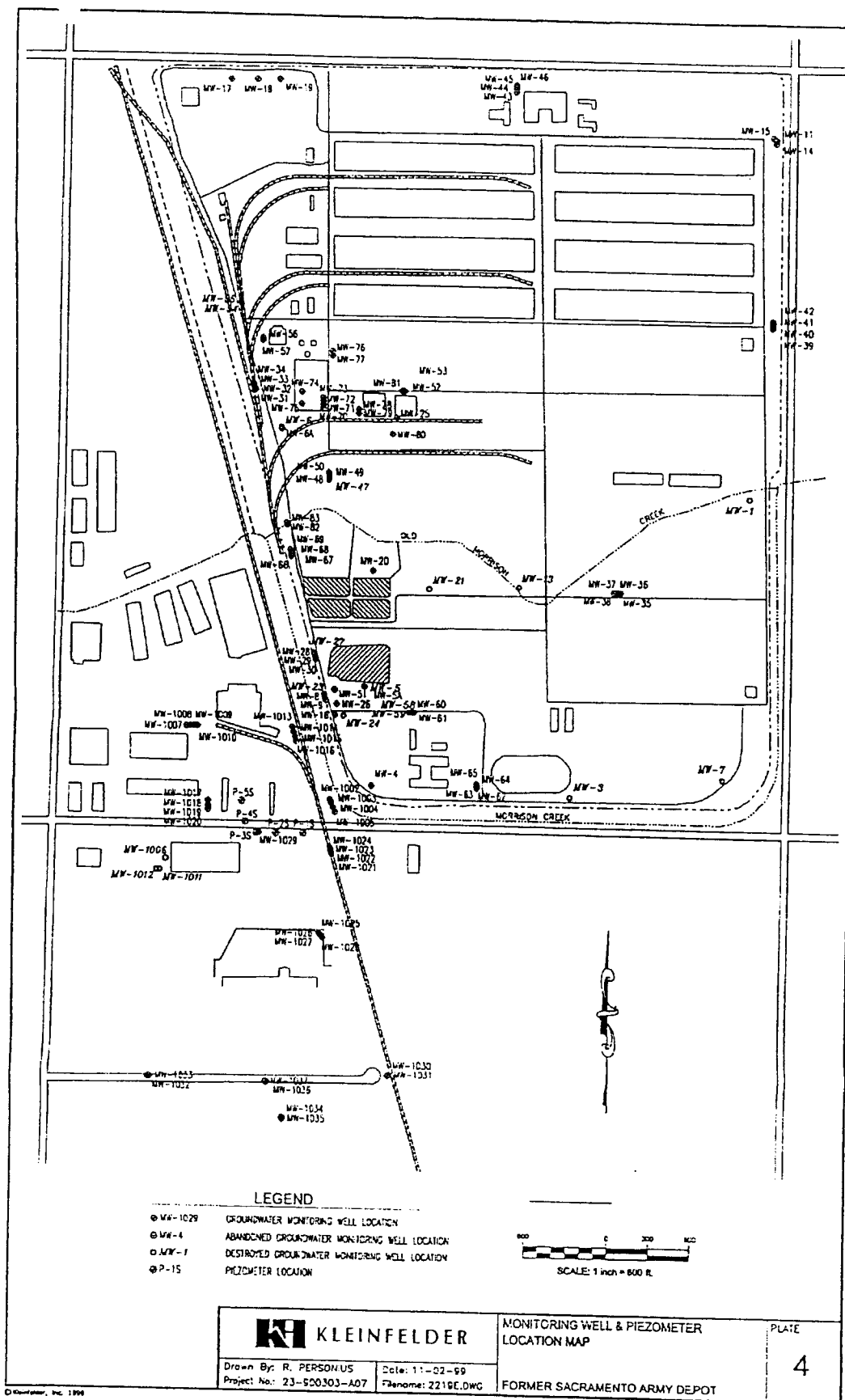


Exhibit 7-E

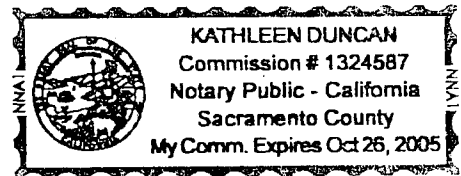
ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF SACRAMENTO )

On this 15<sup>th</sup> day of March, in the year 2004,  
before me in Sacramento County, personally appeared Thomas R. Pinbow  
\_\_\_\_\_, who is personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan

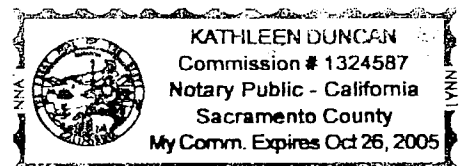


STATE OF CALIFORNIA )  
 )  
COUNTY OF SACRAMENTO )

On this 11<sup>th</sup> day of March, in the year 2004,  
before me in Sacramento County, personally appeared Anthony J. Lendie  
\_\_\_\_\_, who is personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan





**ENCLOSURE 8 – BURN PITS/OXIDATION LAGOONS STABILIZED MASS  
(STABILIZED MASS) COVENANT**

**LAND USE COVENANT**

**RECORDING REQUESTED BY:**

U.S. Army Corps of Engineers,  
Sacramento District  
Attention: Chief, Real Estate Division  
1325 J Street  
Sacramento, CA 95814-2922

**WHEN RECORDED, MAIL TO:**

Chief, Northern California Operation  
Office of Military Facilities  
Department of Toxic Substances Control  
10151 Croydon Way, Suite 3  
Sacramento, CA 95827

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(Space Above This Line For Recorder's Use Only)

**COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

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Re: EBS Study Area 88, County of Sacramento

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This Covenant and Agreement ("**Covenant**") is made by and between the United States of America acting by and through the United States Army (the "**Covenantor**"), the current owner of the herein described real property located in the City of Sacramento, County of Sacramento, State of California, shown on Exhibit 8-A and described in Exhibit 8-B, attached hereto and incorporated herein by this reference (the "**Property**") and the State of California acting by and through the California Department of Toxic Substances Control (the "**Department**") and the Central Valley Regional Water Quality Control Board (the "**Water Board**") ("**Covenantees**"). Pursuant to California Civil Code section 1471, the Department and the Water Board have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence in soil of hazardous materials as defined in the California Health and Safety Code section 25260, subdivision (d). The Covenantor, the Department, and the Water Board, collectively referred to as the "**Parties**," intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

## ARTICLE I

### STATEMENT OF FACTS

1.01 The Property, totaling approximately 6 acres is more particularly depicted in Exhibit 8-A and described in Exhibit 8-B. The Property is located at the former Sacramento Army Depot (“SAAD” or the “Depot”), and in the southwestern most portion of the base.

1.02 The Record of Decision (ROD) for cleanup of soil contamination at the South Post Burn Pits Operable Unit (OU) was signed in 1993. The remedy selected was in-situ soil ventilation to remove VOCs, followed by excavation of the pit area with stabilization of the excavated soil to treat non-volatile compounds, and backfill of the pits with stabilized soil. In the Basewide ROD, the Army amended both phases of the previously selected remedy specified in the South Post Burn Pits OU ROD. The soil ventilation system was shut down before the cleanup level of 5 parts per billion by volume (ppbv) of TCE was reached because it was determined that this level, which is near the detection limit, was not technically feasible. In addition, a Stabilized Mass was formed at the South Post Burn Pits area for stabilization of soil containing heavy metals and other contaminants (and associated debris). The formation of the Stabilized Mass allowed contaminated soil from the Building 300 Burn Pits, the Oxidation Lagoons and the Battery Disposal Well to be excavated and moved to the South Post Area for management with the South Post Burn Pits. Monitoring, operations and maintenance of the Stabilized Mass is described in the Draft ROD Implementation Plan.

1.03 Cleanup of the South Post groundwater (that groundwater plume located in the southwest corner of the Depot) began under an interim ROD signed in 1989. The interim ROD addressed containment and cleanup of on-base groundwater contamination in the southwest corner of the Depot. The contaminants of concern are VOCs, primarily: trichloroethene (TCE) [detection limit 0.5 to 4.0 µg/L]<sup>2</sup>; chloroform [none detected above 0.5 µg/L]; cis 1,2-dichloroethene [detection limit 0.5 to 0.7 µg/L]; trans 1,2-dichloroethene [none detected above 0.5 µg/L]; 1,2-dichloroethane [none detected above 0.5 µg/L]; carbon tetrachloride (CCl<sub>4</sub>) [none detected above 0.5 µg/L]; tetrachloroethene (PCE) [none detected above 0.5 µg/L]; and freon 113 [none detected above 0.5 µg/L]. In 1989, a groundwater extraction and treatment system using ultraviolet (UV) light/chemical oxidation was installed in the southwest portion of the Depot to treat onsite groundwater and prevent additional offsite migration. The groundwater is currently being extracted and discharged to the Sacramento Regional Wastewater Treatment System. The approved cleanup standards are the Maximum Contaminant Level (MCL) found in both 40 Code of Federal Regulations part 141 and/or California Code of Regulations, title 22, section 64444 (Cal. Code Regs., tit. 22, § 64444) and are 5.0 µg/L for TCE, 5.0 µg/L for PCE, and 0.5 µg/L for CCl<sub>4</sub>.

## ARTICLE II

### DEFINITIONS

2.01 Department. “**Department**” means California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Water Board. “**Water Board**” means the Central Valley Regional Water Quality Control Board and includes its successor agencies, if any.

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<sup>2</sup> These levels are based only on that portion of the groundwater plume under Parcel 2B and are taken from the “Former Sacramento Army Depot, 2000 Winter Quarter Groundwater Monitoring Report” by SCA Environmental Inc.

2.03 Owner. “**Owner**” means the Covenantor, the Covenantor’s successors in interest, and their successors in interest, including heirs and assigns, during his or her ownership of all of any portion of the Property.

2.04 Occupant. “**Occupant**” means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05 Covenantor. “**Covenantor**” means the United States acting by and through the U. S. Department of the Army (Army).

2.06 USEPA. “**USEPA**” means the U.S. Environmental Protection Agency, Region IX.

2.07 Parties. “Parties” means the **Army**, the **Department**, and the **Water Board**.

### ARTICLE III

#### GENERAL PROVISIONS

3.01 Restrictions to Run with The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as “**Restrictions**”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Health and Safety Code section 25222.1 and section 25355.5, subdivision (a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of the **Department** and the **Water Board** and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by, the **Department** and the **Water Board** (**Covenantants**); and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25222.1 and section 25355.5, subdivision (a)(1)(C) and Civil Code section 1471, this Covenant binds all **Owners** and **Occupants** of the Property, and their heirs, successors, and assignees, and agents, employees, and lessees. Pursuant to Civil Code section 1471, subdivision (a)(2), all successive owners and occupants of the Property are expressly bound hereby for the benefit of the **Department** and the **Water Board** (**Covenantants**).

3.03 Written Notice of Release of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, or the execution of a license or easement on the Property, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property as required by Health and Safety Code section 25359.7.

3.04 Incorporation into Deeds and Leases. This Covenant shall accompany all deeds and leases for any portion of the Property.

3.05 Conveyance of Property. The **Owner** shall provide notice to the **Department** and the **Water Board** not later than thirty (30) days after executing any document conveying any ownership or leasehold interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The **Department** and the **Water Board** shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV

### RESTRICTIONS

4.01 Applicability. The provisions of this Article shall apply to the Property.

4.02 Prohibited Activities and Use Restrictions. In order to protect human health, safety and the environment, various uses of the Property will be prohibited and/or restrictions will be imposed within the areas shown in Exhibits 8-A and 8-B.

4.03 Prohibited Activities. The following activities are prohibited on the Property without the prior review and written approval of the Army, the U.S. Environmental Protection Agency (the "USEPA"), the **Department**, and the **Water Board** as provided in Section 4.07.

- a) Any construction of improvements over the Stabilized Mass and associated monitoring system. The monitoring system includes lysimeters and monitoring wells (these are shown on Exhibits 8-C and 8-D).
- b) No residential structures shall be allowed on the cover including any mobile home or factory-built housing, constructed or installed for use as residential human habitation, hospital for humans, or public or private school for persons.
- c) Construction of improvements above either of the stabilized masses that do not meet the following conditions:
  - 1) The surface drainage shall not be adversely affected in such a way as to cause surface water to pond or to drain improperly.
  - 2) Any change in grading plans shall be subject to review and approval by the **Department**, the **Water Board**, the **Army** and **USEPA**.
  - 3) Improvements are not to disturb the subsurface Stabilized Mass.
  - 4) Disturbance of the lysimeters is prohibited, unless replacements are installed and approved by the regulatory agencies.
  - 5) Significant surface loads (e.g., construction of buildings or facilities that would normally require a soils report) on the cover shall not be allowed unless a detailed analysis is performed that determines the magnitude and extent of allowable surface loading, if any, that can be tolerated.
  - 6) Vehicle access to the cover area shall be limited to those periods of the year (May through October) when the cover soil can adequately support wheel loading (i.e., access shall not be allowed during and directly after periods of precipitation when the cover soil may be too saturated to adequately support a vehicle as evidenced by the formation of tire tracks).
  - 7) Planting of landscaping on or adjacent to the cover that requires irrigation is to be avoided. However, such materials can be planted (e.g., ball fields) if the irrigation system is properly designed and operated so that it provides adequate moisture for plant growth without adding significantly to the amount of percolation that would be expected from precipitation.
  - 8) Vegetation having root systems that might penetrate the cover to the depth of the Stabilized Mass are prohibited.

- 9) Groundwater recharge areas (i.e., ponds) are prohibited near, or on top of, the Stabilized Mass.

4.04 Use Restrictions. The following restrictions apply to the Property:

- a) The **Owner** or **Occupant** of Property shall notify the **Department**, the **Water Board** and the **Army** in writing of all proposals for any surface or subsurface alterations or activities to be undertaken within such property that would affect the stabilized masses. The notice shall be received at least 60 days prior to the anticipated start date for the alterations or activities, and shall be accompanied by a detailed written description of proposed alterations or activities. The proposed alterations or activities shall not impair any activities under the groundwater remediation program. Construction may not commence without written approval from the **Department** and the **Water Board**.
- b) The **Owner** or **Occupant** shall notify the **Army**, the **Department**, the **Water Board** and **USEPA** of each of the following events: (1) the type, cause, location and date of any disturbance caused by the **Owner** or **Occupant** to any groundwater remedial treatment system (System) that could affect the ability of the System to extract, treat and/or monitor the hazardous wastes or hazardous material under the Property, and (2) the type and date of any Army-authorized repair of such disturbance. The **Owner** or **Occupant** shall notify the **Department**, the **Water Board**, the **Army** and **USEPA** within ten (10) working days of both the discovery of any such disturbance caused by the **Owner** or **Occupant** and the completion of any repairs. Notification shall be in accordance with section 7.04. Timely and accurate notification by any **Owner** or **Occupant** shall satisfy this requirement on behalf of all other **Owners** and **Occupants**. If the **Owner** or **Occupant** becomes aware of any such disturbance, even though not caused by the **Owner** or **Occupant**, notice shall be given as provided herein.

4.05. Access. The **Department** and the **Water Board** shall have reasonable right-of-entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the **Department** and the **Water Board** in order to protect the public health and safety and oversee the groundwater remediation activities.

4.06. Access for Monitoring the System. The entity or person responsible for implementing the monitoring of the System on the Property shall have reasonable right of entry and access to the Property for the purpose of monitoring the System until the **Army**, the **Department**, the **Water Board** and **USEPA** determine that no further monitoring is required.

4.07. Notices. The **Owner** and/or **Occupant** shall provide the Parties with written notice at least sixty (60) days prior to engaging in any "Prohibited Activities" or "Use Restrictions," as described in Sections 4.03 and 4.04, above. The notice shall include a detailed written description of the proposed activity with drawings, if appropriate. Written approval shall be obtained from the Parties prior to the commencement of the proposed activity.

4.08. Monuments. The Covenantor shall establish one or more permanent monuments to mark and describe the location and size of the Stabilized Mass. The **Owner** and/or **Occupant** shall maintain the monument and shall repair any damage that may occur to the monument.

## ARTICLE V

### ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with the terms of this covenant shall be grounds for the **Department** or the **Water Board** to exercise any or all of their rights to require that the Owner or Occupant modify or remove any improvements (“**improvements**” includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the Property in violation of the terms of this Covenant. Violation of any provision of this Covenant shall be grounds for the **Department** or the **Water Board** to file civil or criminal actions as provided by law. This Covenant imposes upon the Owner and Occupant only those requirements, prohibitions, and restrictions specifically set forth in the Covenant. Nothing in this Covenant shall be construed to: (a) impose obligations upon Owner beyond those authorized by applicable environmental laws; or (b) waive or otherwise affect any of Owner’s rights as against Covenantor under or pursuant to existing applicable Federal, State or local environmental laws.

5.02. Reservation of Rights. Nothing in this Covenant shall be construed to limit or abridge the power of the **Department** or the **Water Board** to take any enforcement action authorized by law, or to take any action provided by law to protect human health, safety, or the environment.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01 Variance. The Owner, or with the Owner’s consent, any Occupant, may apply to the **Department** for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. The Owner or Occupant shall provide a copy of the request for variance to the **Department**, the **Water Board**, the **Army**, and the **USEPA**. Prior to issuing a variance, the **Department** and the **Water Board** shall provide the **Army** thirty (30) days to provide comments on request for variance. The **Department** will grant the variance only after finding that such a variance would be protective of human health, safety, and the environment.

6.02 Termination of Covenant. This Covenant and all of the prohibitions and restrictions provided herein with respect to the Stabilized Mass are intended to remain in perpetuity. However, this Covenant and any or all of the prohibitions and restrictions provided herein with respect to the Stabilized Mass may be terminated upon the written determination by the **Department** and the **Water Board** that the restrictions are no longer necessary to protect the public health and safety. If the Owner requests termination of the prohibitions and restrictions, the Owner shall provide a copy of the request to the **Department**, the **Water Board**, the **Army**, and **USEPA**. Prior to issuing the termination, the **Department** and the **Water Board** shall provide the **Army** and **USEPA** thirty (30) days to provide comments on the request for termination. The **Department** and the **Water Board** may make such a determination pursuant to a written request thereof by the **Owner**, or independently without such a request. The **Department** and the **Water Board** shall make the written determination as promptly as possible following a written request by the **Owner**. Such request shall be made in accordance with Health and Safety Code section 25234.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California, the **Department**, and the **Water Board** include successor agencies/departments or other successor entity(ies).

7.03 Recordation. The **Covenantor** shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the **Covenantor's** receipt of a fully executed original.

7.04. Notices between the Parties. Whenever either Party gives or serves any Notice (“**Notice**” as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To US Army:	U.S. Army Corps of Engineers Sacramento District Attention: Chief, Real Estate Division 1325 J Street Sacramento, California 95814-2922
To Department:	Chief, Northern California Operation Office of Military Facilities DTSC 8800 Cal Center Drive Sacramento, CA 95826
To Water Board:	Executive Officer Central Valley Regional Water Quality Control Board 11020 Sun Center Drive, #200 Rancho Cordova, CA 95670
To USEPA:	Chief of Federal Facilities & Site Cleanup Branch Office of Superfund US Environmental Protection Agency 75 Hawthorne St. (SFD-8) San Francisco, CA 94105-3901

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any provision of this Covenant is ruled invalid, illegal, or unconstitutional by a court of competent jurisdiction, the remainder of the Covenant shall not be affected by such a ruling.

7.06 Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07. Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

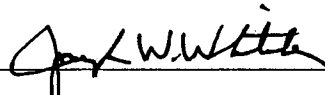
7.09. Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, The Parties execute this Covenant.

UNITED STATES OF AMERICA

Date: 9-21-05

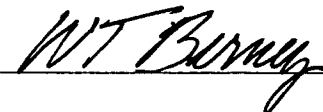
By:



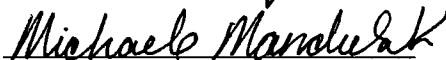
Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

Signed sealed and delivered  
In the Presence of:

Witness:



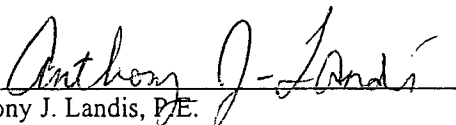
Witness:



DEPARTMENT, "COVENANTEE"

Date: 3-11-04

By:



Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

WATER BOARD, "COVENANTEE"

Date: 3/1/04

By:



Thomas R. Pinkos  
Executive Officer



## ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA )

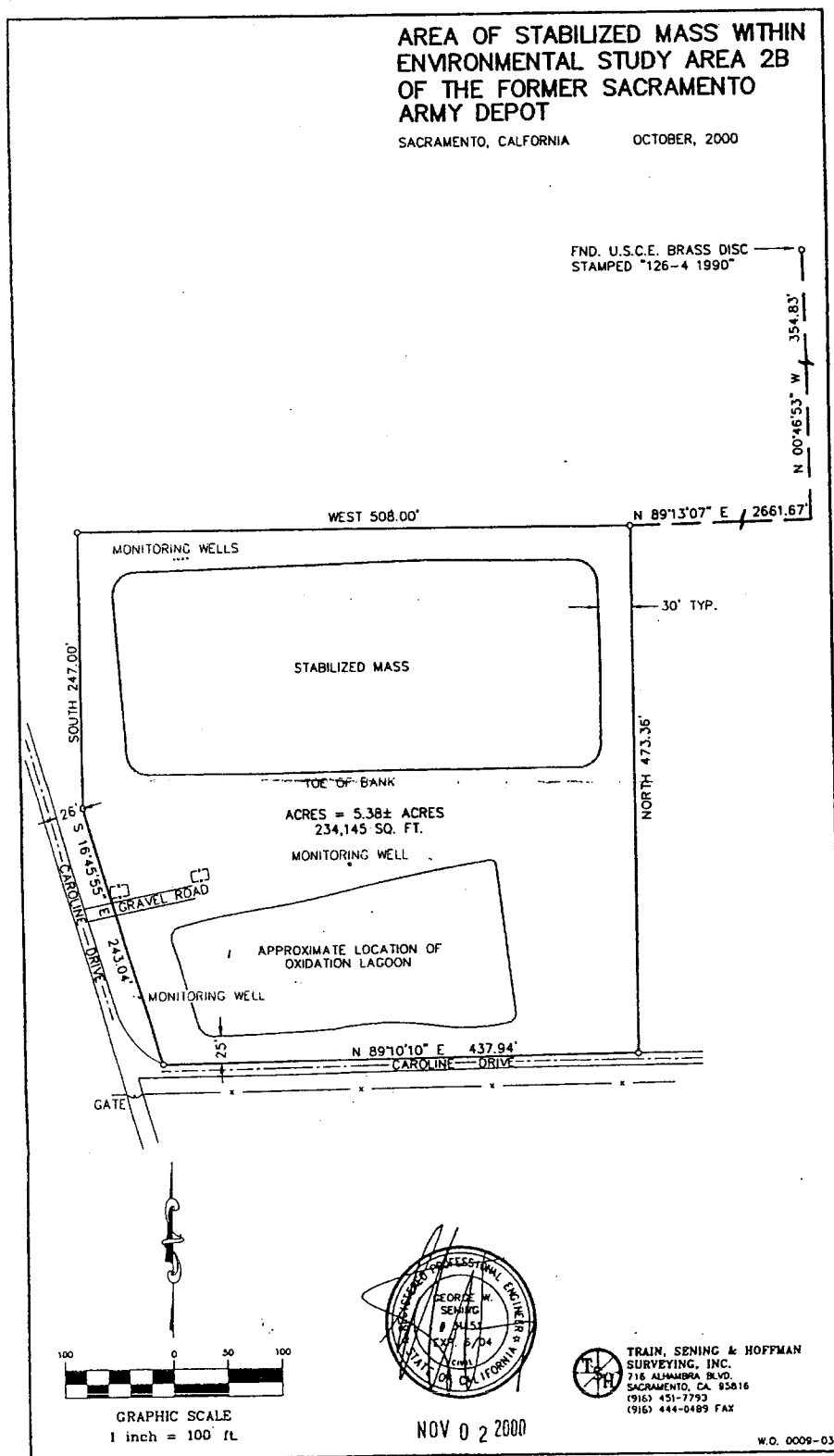
COUNTY OF ARLINGTON )ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31 day of August, 2007, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 21 day of Sept, 2005 and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this the 21 day of Sept, 2005



NOTARY PUBLIC



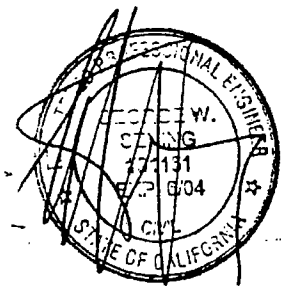
DESCRIPTION

AREA OF STABILIZED MASS AND OXIDATION LAGOON  
WITHIN ENVIRONMENTAL STUDY AREA 2B

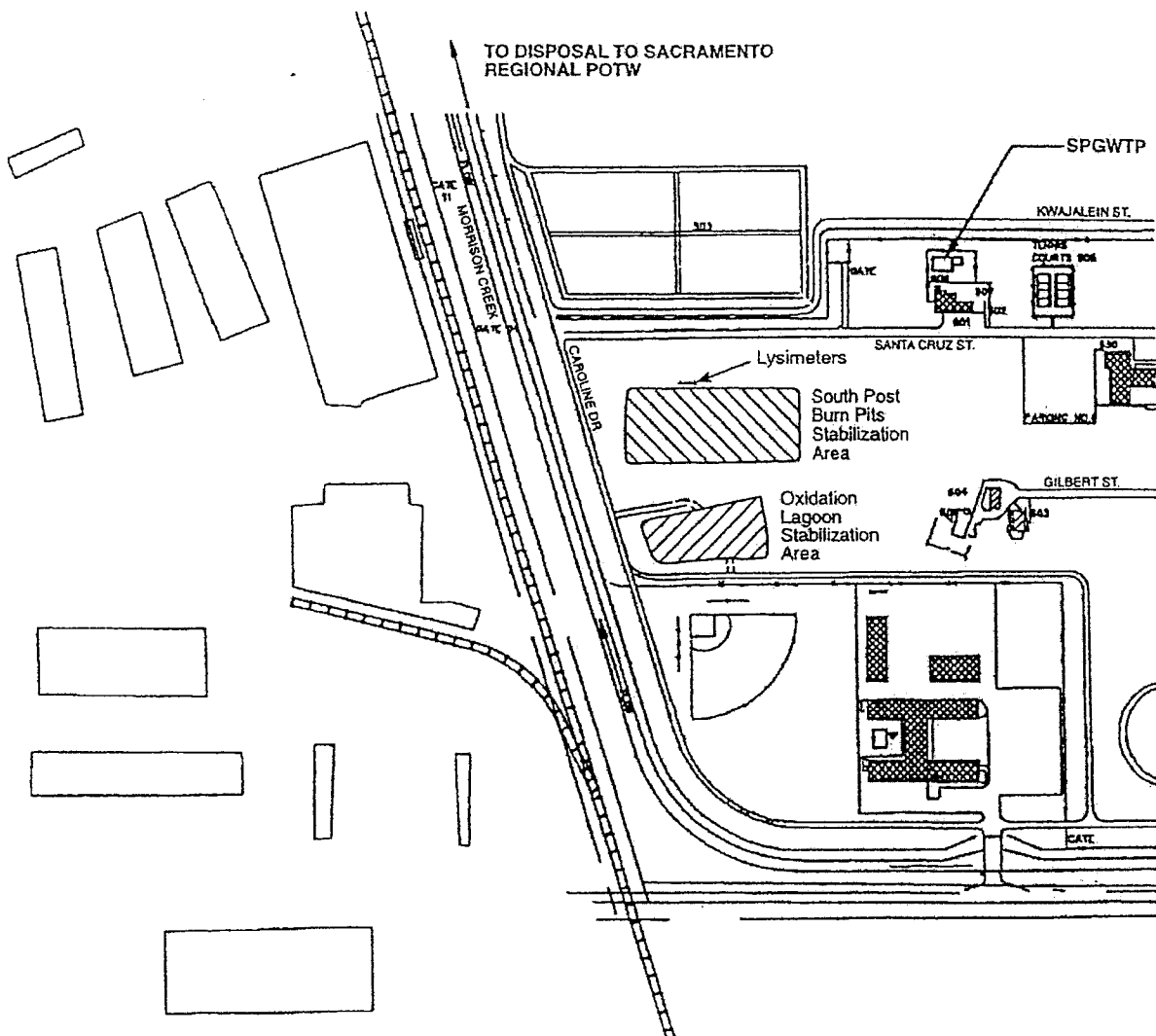
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian and being a portion of the former Sacramento Army Depot as shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT" filed in Book 53 of Surveys at page 25, Sacramento County Records, described as follows:

All that portion of PARCEL 5, as said parcel is shown and so designated on said Record of Survey, described as follows:

Beginning at a point from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2661.67 feet and (2) North 00°46'53" West 354.83 feet distant; thence, from said point of beginning, Due West 508.00 feet; thence, Due South 247.00 feet; thence, South 16°45'55" East 243.04 feet; thence, North 89°10'10" East 437.94 feet; thence, Due North 473.36 feet to the point of beginning and containing 5.38 acres of land, more or less.

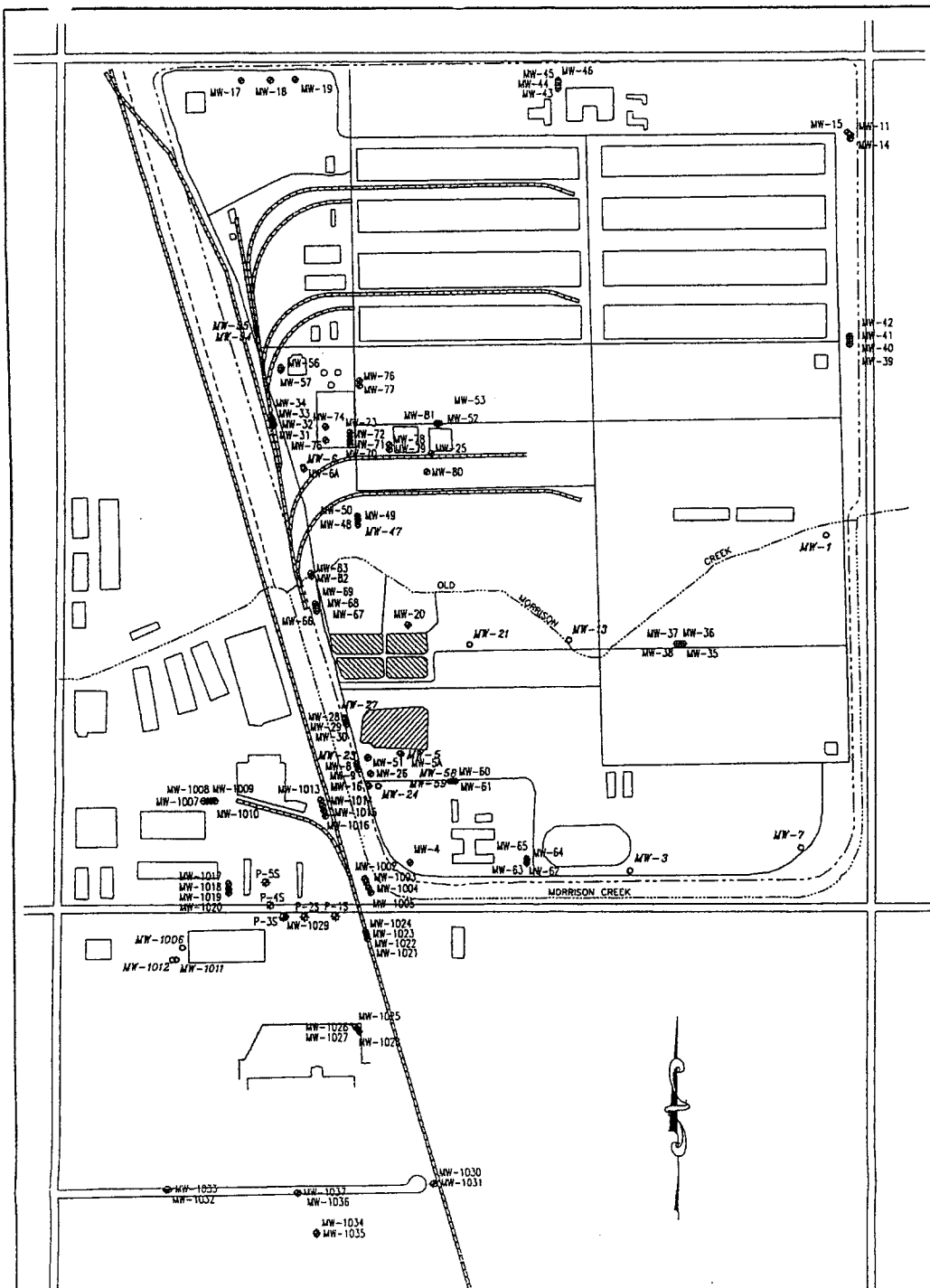


NOV 02 2000



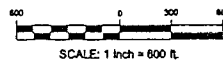
MAP REFERENCE: Kleinfelder  
(Drawn by: B. Walker, 12-29-94)

**Exhibit 8-C**  
Stabilization Areas and Lysimeters



# LEGEND

- MW-1029 GROUNDWATER MONITORING WELL LOCATION
- MW-4 ABANDONED GROUNDWATER MONITORING WELL LOCATION
- MW-1 DESTROYED GROUNDWATER MONITORING WELL LOCATION
- P-15 PIEZOMETER LOCATION



**KLEINFELDER**

Drawn By: R. PERSONIUS  
Project No.: 23-900303-A07

Date: 11-02-99  
Filename: 2219E.DWG

MONITORING WELL & PIEZOMETER  
LOCATION MAP

FORMER SACRAMENTO ARMY DEPOT

PLATE

4

© Kleinfelder, Inc. 1999

Exhibit 8-D

**CH2MHILL**

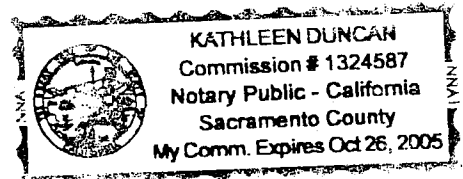
ACKNOWLEDGEMENT

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SACRAMENTO                 )

On this 15<sup>th</sup> day of March, in the year 2004,  
before me in Sacramento County, personally appeared Thomas R. Pinho  
\_\_\_\_\_, who is personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan



STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SACRAMENTO                 )

On this 11<sup>th</sup> day of March, in the year 2004,  
before me in Sacramento County, personally appeared Anthony J. Landis  
\_\_\_\_\_, who is personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Duncan

